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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

THE ONLY cause lists for the Trinity Sittings obtainable on Thursday were those of actions for trial in the Queen's Bench Division. They are 394 in number, as against 456 at the commencement of the Easter Sittings, and 431 a year ago.

IT IS NOW tolerably well known (although the definite information did not reach us in time for publication last week) that the clause of the Small Houses (Acquisition of Ownership) Bill, to which objection was justly taken as a breach of the compact on which the Land Transfer Act, 1897, was passed into law, is to be withdrawn. The profession are to be congratulated on the success of the opposition inaugurated by the Liverpool Law Society and effectively carried out by the Incorporated Law Society in conjunction with the provincial law societies. In fact it may be said that everybody (including particularly the small-house-owners and ratepayers; but excepting the Land Registry) will benefit by the excision of the clause.

THE *London Gazette* of the 19th inst. contains a notice that draft rules have been prepared under the Land Transfer Act, 1897, amending the Land Transfer Rules, 1898. The notice goes on to state that "copies may be obtained at the Land Registry"; but on application at that office it was stated that, in the absence of the Assistant Registrar, the draft rules could only be supplied to "public bodies," so our readers will have to possess their souls in patience until the return of the Assistant Registrar. In the meantime it is to be hoped that the Incorporated Law Society (which may possibly, even to the official mind, appear to be a "public body") and the provincial law societies will obtain copies of the draft rules and carefully consider them.

A BILL is before the House of Commons "To Amend the Law with regard to Indictments," which, although backed by names well known in the legal profession, is not likely, in our opinion, to be received with favour by those who practise in the criminal courts. It is hard to see any object in some of its provisions. For example, what can be the advantage of omitting from the indictment the statement that the grand jury make the presentment "upon their oath"? It is, however, chiefly upon the ground that the suggested alterations would produce

uncertainty as to the exact charge which the accused has to meet that the strongest objections to the Bill are likely to be raised. It is admittedly of the greatest importance that a prisoner should know exactly the crime for which he is to be put upon his trial; and it is because of this that the technicalities of pleading have survived so long in criminal procedure. But this certainty will entirely disappear if the statement that the prisoner has committed an offence "may be made in popular language without any technical averments," and if "the crime may be described by the term by which it is commonly known," as is provided by this Bill. The same objection applies to the provision that "it shall not be necessary to state in any indictment whether the crime is a felony or misdemeanour." Then again, it is proposed that if the commission of the crime charged includes the commission of any other crime, "the person accused may be convicted of any crime so included which is proved, although the whole crime charged is not proved." It is easy to foresee that if this Bill becomes law disputes will be numerous as to whether or not a certain crime is included in the crime described in "popular language" in the indictment. The decisions of some courts of quarter sessions on the point will be curious, and the Court for Crown Cases Reserved will be kept fully occupied. Clause 9 provides that "if a copy of the indictment is served on the prisoner within fourteen days of the trial, no objection may be taken to it without leave of the court, except by a written notice served on the prosecution within seven days of the trial." Surely the draftsman has made a slip here, and failed to express his meaning. He must intend to provide for the service of a copy of the indictment upon the prisoner *at least* fourteen days before the trial. If it were served upon him the day before the trial, the service clearly would be "*within*" fourteen days of the trial, but there would be little time to consider objections or to formulate them. There is, however, much to be said in favour of serving a prisoner with a copy of the indictment a reasonable time before trial, and in principle, and with the necessary alteration in the wording, this section might usefully become law. To pass the Bill as it stands, however, could only be mischievous, and the subject requires much careful consideration before it can be safely touched.

In the recent case of *North Sydney Investment Co.* v. *Higgins* (1899, A. C. 263) the Privy Council have again affirmed the rule that the requirement of "payment in cash" in section 25 of the Companies Act, 1862, and in colonial statutes modelled on that Act is not to be taken literally, but is satisfied by an arrangement under which debts are set off against each other. This construction was established in *Spargo's case* (L. R. 8 Ch. 407), where it was said that if there was on the one side a *bond fide* debt payable in money at once for the purchase of property, and on the other side a *bond fide* liability to pay money at once on shares, the Act of Parliament did not make it necessary that the formality should be gone through of the money being handed over and taken back again; but that if the two demands were set off against one another the shares would be paid for in cash. Any other construction would lead to great inconvenience in many cases where property is legitimately transferred upon the formation of a company, but in *Re Johannesburg Hotel Co.* (39 W. R. 260; 1891, 1 Ch. 119) and in *Ooregum Gold Mining Co.* v. *Roper* (1892, A. C. 125) Lord Halsbury expressed doubt upon the principle of *Spargo's case*, and suggested that the statute ought to be literally complied with. In *Larocque* v. *Beauchemin* (1897, A. C. 358), however, the Privy Council did not think proper to give effect to these doubts. Apart from any question as to the accuracy of the reasoning in *Spargo's case*, it was felt that a decision which had been accepted and acted on for more than twenty years ought not to be disturbed. The present case of *North Sydney Investment Co.* v. *Higgins* is peculiar in that there were no cross-demands between the company and the shareholders who were alleging that their shares had been paid for in cash, but the application of the rule is quite clear. Cliff, who was the nominal vendor to the plaintiff company, and who was acting on behalf of the real vendor and promoter, received from intending subscribers certain sums of money paid upon the faith of a prospectus inviting applications for shares. These sums of money, which amounted to £333,333 6s. 8d., were never paid over to the company, but Cliff acknowledged to the company that he had received them, and the subscribers were entered on the register as shareholders. Subsequently, upon the completion of the sale by Cliff to the company, the sum of £333,333 6s. 8d. became payable by the company to Cliff in cash, and he was treated as being paid by the retention of that amount in his hands. Obviously this was equivalent to handing over to the company the sums of money which Cliff had received from the subscribers, and there was thereupon a payment in cash in respect of the shares. "There was," said Lord Davey, "a sum payable by Cliff to the company for the specific purpose of paying up the shares, and there was a like sum payable to the vendor for purchase-money, and it was not necessary that the parties should go through the form of handing the money over and receiving it back or giving cross cheques."

The Privy Council had under consideration in the recent case of *Gaden* v. *Newfoundland Savings Bank* (1899, A. C. 281) the practice, frequently adopted in America, of obtaining a certification of a cheque by the bank on which it is drawn. The certification is effected by presenting the cheque at the drawee bank, when, if there are funds to meet it, the cheque is initialled by the proper officer, and apparently the amount of the cheque is at once debited to the account of the drawer. In the above case it was contended that the effect of such a certification, taken with the other circumstances of the case, was to make the cheque pass as cash. On Saturday, the 8th of December, 1894, the plaintiff drew out of the Commercial Bank at St. John's, Newfoundland, the whole of her balance by a cheque which was forthwith certified by the ledger-keeper. This cheque she took at once to the office of the Newfoundland Savings Bank, and, without indorsing it, deposited it there. An entry shewing the deposit was thereupon made by the Savings Bank officer in the plaintiff's Savings Bank pass-book. The same day the Savings Bank handed the cheque to the Union Bank at St. John's, and by the latter bank it was on Monday, the 10th of December, presented at the Commercial Bank for payment, but the Commercial Bank had suspended payment on the morning of that day. The cheque was returned by the Union Bank to the Savings Bank, and notice of dishonour was subsequently given to the plaintiff, but she claimed that the cheque had been credited to her as cash by the Savings Bank, and that the Savings Bank had to make good her deposit. Such a result would be singular, for, in the ordinary course, the Savings Bank would only take the cheque for collection, with the right to return it to the drawer should it be dishonoured. And it is difficult to see how the fact that it had been certified by the Commercial Bank could make any difference. "The only effect of the certifying," say the Judicial Committee in the judgment delivered by Sir Henry Strong, "is to give the cheque additional currency by shewing on the face that it is drawn in good faith on funds sufficient to meet its payment, and by adding to the credit of the drawer that of the bank on which it is drawn." It is quite another thing to impute to the person taking the cheque an intention to take it from the drawer as cash and to look for payment only to the certifying bank. In the present instance this would have been a gratuitous guaranteeing by the Savings Bank of the solvency of the Commercial Bank. In fact, however, the cheque was received by the Savings Bank only for collection, and the loss fell, so the Privy Council held, on the plaintiff, the drawer.

On the 25th of April last two important circulars, relating to the new rules under the Prison Act, 1898, which only came into force on the 1st of May, were issued by the Home Secretary, one addressed to chairmen of petty sessions, and the other to county court judges; the object in each case being to call attention to the effect which the changes made by the new rules in the prison system will have upon the administration of justice. The circular addressed to chairmen of petty sessions is mainly concerned with the rules made under section 6 of the Prison Act, 1898, which, it will be remembered, provides for the division of prisoners into three classes in order to differentiate between criminal offenders, and, in the words of the circular, "to allow prison treatment to be brought more closely in accord than it

is at present with the great variety of offences which under the existing law have been subjected to exactly similar treatment." The Prison Act, 1898, has already been considered in these columns, but it may be useful to consider again, in the light of the new rules and the Home Secretary's circular, the important subject dealt with by section 6. By that section offenders not sentenced to penal servitude or hard labour are to be divided into three classes, but it is left in the absolute discretion of the court to decide, having regard to all the circumstances of the case, in which class the offender shall be placed; while, if the court gives no special directions, the offender falls into the third, or ordinary criminal class. But, as is pointed out by the Secretary of State, certain offenders must, by special statutory enactments, be put in particular classes. Thus persons convicted of sedition or seditious libel must be put in the first division (see section 40 of the Prison Act, 1865, and section 6 (5) of the Prison Act, 1898), likewise, also, persons convicted of offences against the vaccination laws (see section 5 of the Vaccination Act, 1898), and persons committed for contempt of court; while persons imprisoned for default of entering into a recognizance, or finding sureties for keeping the peace, must, unless their commitment follows on a conviction, be put in the second division (see section 41 of the Prison Act, 1865, and section 6 (4) of the Prison Act, 1898). Again, debtors and persons convicted on non-payment of fines constitute a separate class altogether (Prison Act, 1898, s. 6 (3)).

Of these divisions, it is the second which constitutes a new departure in criminal classification. This division was presumably created with the idea of separating the casual offender from the habitual criminal, and thus giving him a chance of reformation, since he will be saved from the sense of degradation and loss of self-respect necessarily attendant upon contact with habitual criminals, and also from their actively corrupting influence. By the rules applicable to offenders in this division, the ordinary prison treatment is very materially modified in the following important respects: (1) They will be separated from ordinary criminals; (2) they will wear a different dress; (3) the rules as to visits and letters will be relaxed in their favour. It will obviously be often very difficult to discriminate between the casual and habitual criminal, and there may be great divergence in the views of different chairmen as to the character of the offenders who shall be thus selected for preferential treatment. As it is eminently desirable for the successful working of this new principle that there should be as much uniformity as possible in the selection of prisoners to be included in this second division, the Home Secretary's suggestions on this point are of considerable value. While not attempting to define the class of offenders who should be included in it, he suggests that the best criterion will be, not so much the *legal character* of the offence, as the character and antecedents of the offender, and the circumstances surrounding the commission of the offence. The main point to consider will be, Can the offender be fairly classed as a habitual criminal? and in this connection it will be necessary to consider (1) previous convictions, (2) evidence as to character, (3) whether the crime was caused by exceptional temptation or special provocation. There will probably be considerable personal difference of opinion as to the relative importance to be attached to each of these factors in determining whether an offender shall be put in the second division. We are glad to note, therefore, that the system now in force for some years, which has worked very successfully, of constituting a "star" class, composed of prisoners of the class which will now be put straight into the second division, and separated from the ordinary criminals, is to be continued. This will enable the authorities to rectify to some extent inequalities in the administration of the new system.

The other circular issued by the Home Secretary, addressed to county court judges (which we printed last week), deals with the new rules for the treatment of debtors and others imprisoned on default in paying a fine. These rules certainly seem in some measure to justify the fears expressed in Parliament in the course of the debate upon the Bill that, unless they were directly framed under Parliamentary control, they would prove to be reactionary, and to increase rather than mitigate, the stringency with which debtors were previously treated. The principal alterations are (1) instead of being allowed to obtain their own food, drink, and bedding from outside, they will receive the allowance of food prescribed for offenders of the first division who do not maintain themselves; (2) they will *have* to work either at their own trade or profession or at work of an industrial or manufacturing nature; (3) instead of having a common room during the day, they will be confined to their cells. These rules certainly appear to increase the severity of debtors' treatment, and already one learned county court judge has acted upon that view and sentenced debtors on the calculation that twenty-one days under the new rules are equivalent to forty days under the old. Possibly, however, a further experience of the working of these new rules may considerably modify the first impression produced by them.

THE LATE LORD ESHER.

The public and the profession will have learned with regret of the death of Lord Esher. The period of his retirement has been too short to efface the recollection of his striking personality in the Court of Appeal, and, while his methods did not always excite universal commendation, there was but one opinion as to the eminence of his judicial qualities. The weak point was touched with a sure hand by the Attorney-General upon the occasion of Lord Esher's leave-taking in November, 1897. "We at the bar," said Sir Richard Webster, "have winced at times under the searching criticisms of our arguments—criticisms which have led us to stand up, as your lordship would have wished us to stand up, against the interlocutory comments, for the moment perhaps adverse to the views which we were expressing on behalf of our clients." But though interlocutory judicial comment was fatal to any connected forensic argument before Lord Esher, the interruption was forgiven for the sincerity and good humour with which it was inflicted. "Your lordship's comments," continued the Attorney-General, "left no sting behind, and on reflection we felt that your great object was first to ascertain the facts, and then to endeavour to see that justice should be done."

These two extracts very well sum up the relations of bench and bar while Lord Esher presided in the Court of Appeal. Occasionally his methods were disconcerting to counsel, but there are other ways of administering justice than by listening to set speeches, and a judge is entitled to inform himself in his own manner of the facts and the law upon which his decision is to be based. More important than the mere method of hearing arguments is the spirit in which the judge approaches the law, and here the late Master of the Rolls struck out a line of his own. The days are long gone by when equity could claim to have any pre-eminence over law in the matter of dispensing substantial justice, but Lord Esher attempted to attain to a truer equity by a free handling of the principles supposed to be embedded in the law. "The law of England," he said on the occasion already referred to, "is not a science; it is a practical application of the rules of right and wrong to the particular case before the court. And the canon of law is that that rule should be adopted and applied to the case which people of honour and candour and fairness in such a transaction would apply to each other. Now, if that be so, if any supposed rule of law is put forward which would prevent the rule of right from being applied, the supposed rule of law must be wrong; and if it ever be alleged that the law will prevent the truth being established and oblige the court to say that that is not true which is true—if ever any such rule of law is attempted to be put forward, it must be wrong, and I have always said so." This manner of approaching the law is a valuable corrective to technicality, and the great merit of Lord Esher's judicial career is that in the Court of Appeal he gave a notable example of setting aside mere technicality and aimed at discovering the real principles on which the law was based, all the time seeking to bring these into harmony with abiding and unquestioned principles of right and wrong. Had there been no House of Lords to review the conclusions of the Court of Appeal, the

method might have been more successful. But the coincidence between the rule of law and the abstract rule of right and wrong is apt to vanish when a case comes within the purview of the highest court. The greatest part of a lawyer's business is to avoid litigation, and this he cannot do unless the law is administered upon fixed lines. It must be possible to foresee the application of the law under given circumstances, or all business will be in confusion. This certainty is of greater importance than any question of abstract right or wrong. But though Lord ESHER's methods were not always suitable for imitation, his influence was on the right side, and in the struggle against technicality he will leave his mark on English jurisprudence.

From the first he had determined that his should be a judicial career. "I became a judge," he said, "because I had made up my mind and will from the beginning that I would be a judge." Hence he was not above passing from the post of Solicitor-General to a puisne judgeship. This was in 1868, when, to provide for the new work imposed on the judges in hearing election petitions, a new judge was appointed to each of the three common law divisions. Sir W. B. BRETT was appointed to the Common Pleas, while the corresponding appointments in the other courts were Sir GEORGE HAYES to the Queen's Bench, and Sir ANTHONY CLEASBY to the Exchequer. Sir WILLIAM BRETT's appointment, though under the circumstances unusual, was doubtless due to his own predilection for judicial work, and in the result it was abundantly justified. He was not missed in politics, but he speedily made his mark in his new career, and in 1876 he was promoted to the Court of Appeal. For twenty-one years he was a conspicuous member of the court, and after the death of Sir GEORGE JESSEL in 1883 he presided over one branch of it as Master of the Rolls. Shortly after that date he was raised to the peerage. He was himself proud of the length of his service. The twenty-nine years during which he had sat on the bench he characterized with some inaccuracy as the longest period during which the judicial office had been held. With the exception of some slight friction due to the habit of interlocutory interruption already alluded to, his position was one of combined popularity and respect. He had a vigour and independence against which counsel might be ill-matched, and which might at times dismay more sedate colleagues; but these qualities were charming in their display, and they made the atmosphere of the Court of Appeal a pleasing variation on the wonted dulness of a law court.

It follows from the nature of his mind and of the spirit in which he handled legal principles that he frequently found himself in conflict with the views of his colleagues, but he was not always without justification in the House of Lords. One of the most noteworthy cases in the Court of Appeal of recent years was *Vagliano Brothers* v. *Bank of England* (37 W. R. 640, 23 Q. B. D. 243). The question at issue lay in a nutshell. Was a real person whose name had been inserted as payee in a bill of exchange fraudulently and as a mere pretence, without any intention of his knowing of such use of his name, a "fictitious or non-existing person" so as to make the bill payable to bearer under section 7 (3) of the Bills of Exchange Act, 1882? COTTON, LINDLEY, BOWEN, FRY, and LOPES, L.JJ., all held that he was not. Lord ESHER held that he was, and he was justified by a majority of five to two in the House of Lords, the majority including Lords HALSBURY, HERSCHELL, and MACNAGHTEN, and the minority Lord BRAMWELL. In the equally celebrated *Mogul case* (37 W. R. 756, 23 Q. B. D 598) the result was reversed. In the Court of Appeal Lord ESHER held, against BOWEN and FRY, L.JJ., that the combination of traders there in question was an interference with the free course of trade, and was wrongful; but the liberty for traders to combine to carry out their own purposes, even by the infliction of loss on a rival trader, was affirmed by the House of Lords. In the trade union case of *Allen* v. *Flood* (originally *Flood* v. *Jackson*, 43 W. R. 453) Lord ESHER was equally at variance with the House of Lords, though on this occasion the Court of Appeal had been unanimous in pronouncing against the legality of the union methods.

But it would be wrong to test a judge by the number of times he has suffered reversal of his judgments. This in any event is a small part of his judicial work. Moreover, as a rule the reports do not represent Lord ESHER's judgments in a favourable light. They were good to listen to, but the form which would make them good reading afterwards was frequently wanting. If, however, the occasion served, Lord ESHER could express himself in weighty and impressive language. His judgment in *Re Agar-Ellis* (24 Ch. D., p. 324) on the parental relation contains passages which it is impossible to read without feeling the true and kindly nature of the man. "The law recognizes the rights of a father because it recognizes the natural duties of a father. Now, the natural duties of a father are to treat his child with the utmost affection and with infinite tenderness, to forgive his child without stint and under all circumstances. . . . The rights of a father are sacred rights because his duties are sacred duties." To be a great judge a man must have other qualities than the power to sift out facts and to pursue a course of reasoning to its logical result. There was a greatness and sincerity in Lord ESHER which made him a dignified and reliable president of the Court of Appeal in spite of methods which sometimes seemed to lack dignity. During his long term of office the court maintained a high prestige. Other judges may have had a greater influence in shaping the law; few have so worthily discharged the duty of administering it.

REVIEWS.

BOOKS RECEIVED.

Supplement to the Second Edition of Darby and Bosanquet on the Statutes of Limitations. By FREDERICK ALBERT BOSANQUET, Q.C., and JAMES ROBERT VERNAM MARCHANT, Barrister-at-Law. William Clowes & Sons (Limited).

The Valuation of Land and Houses. By CHARLES E. CURTIS, F.S.I. With Valuation Examples, by D. THOS. DAVIES, F.S.I.; and Indication, &c., by IVOR CURTIS, B.A. (Cantab.). Frank P. Wilson, "Estates Gazette" Office.

CORRESPONDENCE.

REG. *v.* BIRT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your notice in last week's issue of the case of *Reg.* v. *Birt*, it is due to the pleader who framed the indictment to correct a slight mistake. After quoting the language of section 84 of the Larceny Act, you say "it appears that only one of the counts followed these words and alleged an intent to 'deceive and defraud,' and the jury fixed on the word 'deceive' . . . and found the defendant guilty," &c.

The fact is that eight counts charged falsification with intent to "deceive" *only*, and separate counts charged falsification with intent to "defraud." The jury, therefore, were not, as your notice assumes, without guidance; but adopted the view, which the prosecution put forward, that there is a material difference in law between an intention to defraud and an intention to deceive shareholders, and that either intention constitutes the act of falsification an indictable offence.

BLUNT & Co.

95, Gresham-street, London, E.C., May 25.

[We much regret the misunderstanding as to the counts.—ED. *S.J.*]

THE SMALL HOUSES (ACQUISITION OF OWNERSHIP) BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Your correspondent, Mr. Kenion, of Liverpool, need have no fear of Yorkshiremen seeking either honour or credit when it is not their due, and they neither claim nor seek either in connection with this matter. Clause 7 was undoubtedly discovered by the Liverpool Law Society. At any rate the first intimation received at Leeds with regard to it came from Liverpool, and our society took immediate steps to support Liverpool. Mr. Cleaver (one of the secretaries of the Liverpool society) attended in Leeds a meeting of the representatives of Yorkshire law societies, where due acknowledgment was made to his society, and when a course was adopted which resulted in ten gentlemen representing eight Yorkshire law societies (out of a total of eleven) taking the trouble of personally attending in London in support of the opposition to the clause which originated at Liverpool. In some haste to catch the next issue of your journal, and without a comment, a copy of the first resolution on the subject of our

society was sent to you with an intention to catch by the most expeditious means the attention of those members of the profession who are otherwise difficult to reach. This was done because the existence of the clause had not been noticed in the legal press.—Apologising for troubling you,

THOS. CHAPMAN,
President of the Incorporated Leeds Law Society.

76, Albion-street, Leeds, May 24.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

NATIONAL SOCIETY FOR THE DISTRIBUTION OF ELECTRICITY BY SECONDARY GENERATORS (LIM.) *v.* GIBBS. Cozens-Hardy, J. 17th, 18th, and 28th April.

PATENT—JOINT GRANT—AGREEMENT FOR ASSIGNMENT AND COVENANT—COVENANT WHETHER JOINT, OR JOINT AND SEVERAL—AGREEMENT WHETHER EXECUTORY OR NOT—DEATH OF ONE OF JOINT GRANTEES.

In 1882 Messrs. Gaulard & Gibbs obtained a patent for an invention for a new system of electricity for the production of light and power. The grant was made in the usual way where it is joint—namely, granting unto the said Gaulard & Gibbs, their executors, administrators, and assigns, full power to make, use, exercise, and vend the said invention, to hold and enjoy the same unto the said Gaulard & Gibbs for fourteen years "to the end that the said Gaulard & Gibbs, their executors, administrators, and assigns, and every of them, may have and enjoy the full benefit and use and exercise of the said invention"; and the other clauses in favour of the patentees also added to their names the words "their executors, administrators, and assigns." By an agreement under seal in May, 1883, and made between Gaulard & Gibbs, thereinafter called the vendors, and the plaintiff company, the patentees agreed to sell to the company the said letters patent for £220,000. By clause 6 they agreed to assign and transfer the said invention and letters patent, and cause the same to be vested in the company or such persons as they appointed. Clause 7 was as follows: "The assignment and transfer of the said letters patent and other premises sold shall be prepared by and at the cost of the said company, and shall be expressed to be made in pursuance of this agreement and in consideration of the said sum of £220,000 to be paid in fully paid up shares and cash as before mentioned, and the said vendors and all other necessary parties, if any, shall at the cost of the said company execute such assignments to the said company or as they shall direct, and such assignments shall contain a covenant by the said vendors that all the letters patent thereby assigned or any letters patent which may then have been obtained in substitution for the same or in respect of such invention are valid, and nowise void or voidable, and also such other covenants and provisions as may be reasonably required by the said company for giving effect to the sale hereby agreed to be made." Gaulard died in 1888. The present action was brought against Gibbs and Madame Ruelle, the administratrix of Gaulard, claiming (1) that the defendants might be ordered to assign the letters patent to the company; (2) damages for breaches of the agreement and warranty in the said agreement of sale; and (3) repayment of part of the purchase-money in respect of certain of the patents which, it was alleged, had been declared void. After the commencement of the action the plaintiffs effected a compromise with the defendant Gibbs, who was dismissed from the action. At the trial the point was raised that the grant of the letters patent was joint and not several, and that therefore upon the death of Gaulard the letters patent became wholly vested in Gibbs by survivorship, and no assignment from the representative of Gaulard was necessary, and also that the covenant was joint and not several and could only be enforced against Gibbs, and that therefore as far as Madame Ruelle was concerned the action was misconceived. The plaintiffs submitted the contrary, and also that clause 7 was executory, and that the proper covenant to be inserted in an assignment under it was a joint and several one.

April 28.—COZENS-HARDY, J.—The first question for my decision is this, What was the nature of the interest of the patentees? The patent is in the form which I believe to be usual, if not universal, in the case of a grant to two patentees. On the construction of this grant, I think, the two patentees took a joint interest, which passed by survivorship to Gibbs on the death of Gaulard. It is scarcely disputed that a grant, whether by the Crown or by a private individual, of any ordinary species of property to A. B. and C. D., their executors, administrators and assigns, would create a joint tenancy or joint interest, and not a tenancy in common. This is not a rule of tenure or of real property law. It applies to an assignment of a policy of assurance as much as to an assignment of a term of years. But it was urged that letters patent are of such a peculiar quality and nature that different principles of interpretation ought to be applied. I am unable to follow the argument. The right or privilege granted by the Crown by the letters patent is an exception from the general prohibition contained in the Statute of Monopolies. It is for all purposes to be regarded as property. It passes on bankruptcy as part of the assets of a bankrupt. On the death of a patentee duty is payable, as it is part of the assets of the deceased, and I can see no justification in principle, nor has any authority been produced for holding that a grant of letters patent to two persons, their executors, administrators, and assigns, creates anything more than a joint interest which will survive on the death of one of them, unless there has been a severance of the joint interest. It was elaborately argued that survivorship between joint tenants is unreasonable, and cannot have been intended by the Crown. It is no doubt true that courts of equity have laid hold of slight circumstances to turn a joint tenancy into a tenancy in common; and there was at one time an idea that in equity all joint tenancies would be construed as tenancies in common. This, however, is not so: see judgment in *Aveling* v. *Knipe* (19 Ves. 441). It must not be forgotten that it is at any time open to two joint owners to sever their joint interest and create a tenancy in common. A patent can be owned by tenants in common: *Smith* v. *London and North-Western Railway Co.* (2 Ell. & Bl. 69), and *Steers* v. *Rogers* (1893, A. C. 232). It follows, therefore, that in my opinion Gaulard's representative is not a proper party to the action, in so far as it seeks an order for the assignment of the patents, inasmuch as the whole interest in the patents is vested in Gibbs as the survivor of the two patentees. The second, and in my view the more difficult question has now to be considered. Assuming that Gibbs and Gaulard were jointly interested in the patents, what is the nature of the obligation created by clause 7 of the agreement? Is it merely a joint covenant, in which case the only person who could be sued upon it would be Gibbs, as the survivor; or is it a several covenant, or a joint and several covenant, under which either Gibbs or Gaulard, or the representatives of either of them, could be sued? This must depend upon a careful consideration of the language of the instrument. In the first place, the agreement itself is under seal, so that the obligations imposed are really covenants. In the second place, the obligations in question are something to be contained in the assignment of the patents, and when it is once held that Gaulard's representative is not a necessary party to the assignment, it will be somewhat remarkable if the purchaser can require the concurrence of the representative, not for the purpose of assigning, but solely for the purpose of entering into a covenant binding herself, not in her individual character, but solely in her representative character, and to the extent of Gaulard's assets. I doubt whether ever such a deed of assignment was seen. I never saw one. It may be that the proper form of covenants for title in an assignment by two joint tenants is to make them, not joint, but joint and several. But it does not follow that after the death of one of the joint tenants before assignment, his representatives can be required to join for the purpose of covenanting. In the third place, the obligation is not one which the law implies from the contract of sale. It is a special and peculiar stipulation for which the plaintiffs have bargained, and which they have obtained from the vendors. In this point of view it is difficult to see what justification there can be for enlarging or altering the words used. These words provide that the deed shall contain a covenant by the vendors. Now, such a covenant, in the absence of any qualifying context must be a joint covenant. The case of *White* v. *Tyndall* (L. R. 13 App. Cas. 263) is a strong authority on this point. The form of the covenant is joint, and I do not feel justified in making it several. For these reasons I hold that the plaintiffs are not entitled to any relief against the representatives of Gaulard.—COUNSEL, *Moulton*, Q.C., and *Gore Browne*; *Eve*, Q.C., and *Rowden*. SOLICITORS, *Campbell, Reeves, & Hooper*; *Edward Betterley*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

CIVIL SERVICE MUSICAL INSTRUMENT ASSOCIATION (LIM.) *v.* WHITEMAN. Kekewich, J. 10th and 11th May.

LEASE—EASEMENT—ACQUIESCENCE—AGREEMENT—INDEFINITE AGREEMENT—MISTAKE AS TO RIGHTS.

This was an action brought by the plaintiffs under the following circumstances. In or about September, 1896, the plaintiff company were in negotiation with the defendant for a lease to them of a portion of the premises No. 236, High Holborn. The negotiations were in part carried on by a Mr. Nash and a Mr. Reynolds, agents for the respective parties. On the 2nd of October, 1896, an agreement in writing was entered into between the plaintiff company and the defendant to the effect that whenever certain specified alterations and amendments should have been completed by the company, the defendant would grant a lease to them of "all that ground floor of the premises, 236, High Holborn, except and reserving," to the defendant "the passage and staircase then or thereafter situate on or arising out of the ground floor, but with liberty for the company and their servants and customers at all reasonable times to have access over the passage to the door of the shop on the ground floor" for the term and at the rent therein mentioned. The company agreed before the 1st of November, 1896, to carry out at an outlay of £200 certain alterations on the ground floor to the satisfaction of the defendant's surveyor. The specification in the schedule to the agreement provided for the removal of the existing shop front and the erection of a modern plate-glass front and for various repairs to the ceilings, walls, and structure of the premises, and for painting, papering, &c., but contained no specific references to the passage. It was alleged by the company that the passage, which had a boarded floor, was in a bad state of repair, that they had expended much more than the agreed sum of £200 on the alterations in the premises with the defendants' knowledge and approval; that they had increased the width of the passage, thereby reducing the size of their shop, and had further improved it by replacing the wooden floor by a mosaic one. The company's name appeared on the new floor in black mosaic on a white ground and their trade-mark, a lyre, in coloured mosaics. They had also improved the premises in other respects—*e.g.*, by a new mahogany door and marble step, all the alterations being inspected and approved by the defendant and his surveyor and completed before a lease was granted to the company. The company, also before the date of the lease, transferred from their old premises a signboard with the words "Pianos" on one side and "Organs" on the other, and affixed it above the new front of the premises in question. The words on this signboard were illuminated at night by small electric lamps, and the board was attached to the defendant's wall by a chain. On the 25th of January, 1897,

the defendant granted to the company a lease demising the premises in question to them, with the exception as to the passage contained in the agreement, upon the terms mentioned in the agreement. The defendant subsequently required the company to remove the signboard and the mosaic floor, and on their refusal to do so threatened to remove them himself. Thereupon the company brought the present action, claiming (1) a declaration that the defendant was not entitled to remove, or otherwise alter or interfere with either the said mosaic work advertisement and device of a lyre in the said passage, or the attachment of the said signboard as the same existed at the date of the lease: (2) an injunction to restrain any such removal, alteration, or interference. The other facts requisite for the purposes or this report sufficiently appear in the judgment. On behalf of the plaintiff company it was contended that they had a right of way over the passage in the same condition as it was in at the commencement of the lease: Addison on Torts (5th ed.), p. 281, "If a landowner verbally . . . the court will interfere by injunction to prevent such consenting landowner from disturbing the enjoyment so verbally granted." The defendant the lessor stood by and allowed them to spend money on the passage knowing what they were doing: *Jackson* v. *Cator* (5 Ves. jun. 687), *Winter* v. *Brockwell* (8 East 308), *Powell* v. *Thomas* (6 Hare 300), *Laird* v. *The Birkenhead Railway Co.* (8 W. R. 58, Johnson 500), *Duke of Devonshire* v. *Elgin* (14 Beav. 530), *Duke of Beaufort* v. *Patrick* (1 W. R. 280, 17 Beav. 60). On behalf of the defendants it was contended that the ownership of the passage was in the defendant, and the company had only a right to access over it to their shop; that the company had in law no cause of action; even if the defendant saw the mosaic pavement there was no evidence that he assented to the erection of the sign; that the cases cited all referred to demised premises, whereas the passage in this case was outside of and especially excepted from the demise, and consequently the cases did not apply; that the company might have required a clause to be inserted in the lease giving them a right to maintain the passage in its present state instead of a right of way over it, but did not do so, and consequently they were now trying to set up some rights not contained in the lease; so also the signboard which they attached to defendant's wall amounted to an attempt to set up a right in advertising; that this right which they were thus attempting to set up was in reality a trespass; that if a man put anything on another man's land, though that other man stood by, the former did not by that means acquire a right to what he put there: *Ramsden* v. *Dyson* (1 E. & I. App. 129), *Willmott* v. *Barber* (18 W. R. 911, 15 Ch. D. 96).

KEKEWICH, J.—There are points raised on behalf of the plaintiffs which are not to be found in the cases cited. It is necessary to state the facts shortly. The plaintiffs had a mind to take a lease of the ground floor of No. 236, High Holborn, which was in a dilapidated condition. Considerable expenditure was necessary to enable the plaintiffs to carry on the business they intended to carry on. They were prepared to incur that, and to go beyond what the defendant wanted. An agreement was entered into on the 2nd of October, 1896, in addition to letters and verbal interviews and arrangements. Alterations were made in the plans and other matters, with the result that the lease of the 25th of January, 1897, differed considerably from the previous agreement. Now, at the time when discussions were going on as to the new alterations, the plaintiffs were minded to repair the entrance lobby approaching to the plaintiff's shop, and the defendant's rooms above the shop. The plaintiffs were willing to expend money in beautifying the walls, making a new door, and laying down a mosaic pavement, with an advertisement in the shape of their name and a lyre, which was their trade-mark. I am convinced on the evidence of the defendant Whiteman that he was perfectly aware that this was being done, and was done. No doubt the mosaic floor was shewn to him; he had opportunities of seeing it, was in and out all the time, walked over it and saw it when the work was done. I can only say that "None are so blind as those who shut their eyes." Whiteman knew and must have known that the plaintiffs expended a sum of money beyond what was agreed. Those are the facts. I do not think there was any express agreement between the agents Nash and Reynolds that there should be a mosaic pavement, but the defendant was there and saw it. It might be argued that on the face of the lease the plaintiffs are entitled to the use of the pavement as it stands. The lessor demises unto the lessees all that ground floor, &c., "except and reserving unto the lessor the passage and staircase situate on and arising out of the ground floor, but with liberty to the lessees and their servants and customers at all reasonable times to have access over the passage to the door of the shop on the ground floor." It is possible that might be the passage as restored, not the dilapidated floor before mentioned. But the question is whether, there not being a specific agreement, the plaintiffs can now insist on the floor not being disturbed. The plaintiffs took the lease, knowing that they were entitled to access to the floor, the defendant reserving the possession of the floor to himself. As to the authorities, they are mostly cases of specific performance, as *Ramsden* v. *Dyson* (14 W. R. 926, 1 E. & I. App. 129), where the question was whether the plaintiff was entitled to specific performance, and the House of Lords held that he was not. *Jackson* v. *Cator* (5 Ves. jun. 687) was a different case, but in all of them the court applied rules to persons standing by in the case of demised premises. The question in that case was whether the tenant was entitled to the use of the ornamental trees on the demised premises, which the landlord threatened to cut down. The court was dealing there with demised premises, while this case is different, as here we are dealing with something outside the demised premises. The lease does not comprise the mosaic floor, but only the right of access. There is a valuable principle to be extracted from *Jackson* v. *Cator*, and one of some use from *Ramsden* v. *Dyson*. In *Ramsden* v. *Dyson*, at p. 170 of 1 E. & I. App., Lord Kingsdown says: "If a man under a verbal agreement with a landlord for a certain interest in land, or, what amounts to the same thing, under an expectation, created or encouraged by the landlord, that he shall have a certain interest, takes possession of that land, with the consent of the landlord, and upon the faith of such promise or expectation with the knowledge of the landlord, and without objection by him, lays out money upon the land, a court of equity will compel a landlord to give effect to such promise or expectation"; and he refers to the case of *Gregory* v. *Mighell* (18 Ves. 328)—Lord Kingsdown is referring to a grant of interest in land, not to a right of access—he goes on: "If at the hearing of the cause, there appears to be such uncertainty as to the particular terms of the contract as might prevent a court of equity from giving relief if the contract had been in writing, but there had been no expenditure, a court of equity will nevertheless in the case which has been above stated interfere in order to prevent fraud, though there has been a difference of opinion among great judges as to the nature of the relief to be granted." Lord Kingsdown puts it distinctly upon the ground of fraud, though on specific performance in a general way. I take the case of *Willmott* v. *Barber* (28 W. R. 911, 15 Ch. D. 96) and find in that all I want to support my judgment in this case. Fry, J., at p. 105 of 5 Ch. D., lays down five conditions amounting to fraud under which the plaintiff must not be deprived of his legal rights. He lays down five propositions. I observe judgment was delivered at the close of the arguments without time for the judge to put his language in a concise form. I venture to say that otherwise the propositions might have been packed more closely. The first proposition is "The plaintiff must have made a mistake as to his legal rights." I have no doubt here that the plaintiffs made a mistake, and thought they had got an agreement to lay down mosaic pavement. (2) "The plaintiff must have expended some money or must have done some act (not necessarily upon the defendant's land) on the faith of his mistaken belief." It is, in my opinion, perfectly absurd that the plaintiffs here would have laid out this money if Whiteman could have turned them out at a moment's notice. (3) "The defendant, the possessor of the legal right, must know of the existence of his own right, which is inconsistent with the right claimed by the plaintiff. If he does not know of it he is in the same position as the plaintiff, and the doctrine of acquiescence is founded upon conduct with the knowledge of your legal rights." Now here Whiteman knew that he was the owner of the passage. (4) "The defendant, the possessor of the legal right, must know of the plaintiff's mistaken belief of his rights. If he does not, there is nothing which calls upon him to assert his own rights." I have no doubt here that Whiteman knew that the plaintiffs were spending money so as to have been under the belief that they were entitled to do so. (5) "The defendant, the possessor of the legal right must have encouraged the plaintiff in his expenditure of money or in the other acts which he has done, either directly or by abstaining from asserting his legal rights." In my opinion the plaintiffs here have established that proposition. I have all the propositions here. Whiteman cannot now say "The mosaic pavement offends my eye; I will give you another pavement." It is a fraud now to set up a legal right apart from the equitable right. The case as to the signboard is different, but I cannot credit Whiteman's evidence. He went again and again to No. 292, High Holborn, the plaintiffs' old premises; the signboard was there, and his attention was called to it. Whiteman was so confused as to the dates and circumstances that I place no credence on his evidence. Nash's statements, on the other hand, were substantially true. I believe Whiteman assented to the expenditure of the money. The plaintiffs were in fault, but they thought they had an agreement; there was a mistake on their part, but fraud on the part of the defendant. The plaintiffs, in my opinion, succeed on both points.—COUNSEL, *W. Renshaw*, Q.C., and *Dr. Napier*; *T. R. Warrington*, Q.C., and *Henry Fellows*. SOLICITORS, *G. L. Matthews*; *Rooper & Whateley*.

[Reported by C. C. HENSLEY, Barrister-at-Law].

BROWN *v.* MAYOR, &c., OF DUNSTABLE. Cozens-Hardy, J. 5th, 6th, 8th, 9th, 10th, and 19th May.

LOCAL GOVERNMENT—SANITARY AUTHORITY—PRESCRIPTION TO DISCHARGE SURFACE WATER—UNAUTHORIZED CONNECTION OF SEWAGE DRAINS—EXCESS OF EASEMENT—PRIVATE NUISANCE—LIABILITY OF SANITARY AUTHORITY—FORM OF INJUNCTION.

This was an action brought by Major W. F. Brown, as owner of "Dunstable Park," situate partly within the borough of Dunstable, for an injunction to restrain the Corporation of Dunstable from discharging sewage from their sewers on to the park. Major Brown became entitled in 1875, upon the death of his mother, who was tenant for life under the will of her husband, who died in 1846. He had joined with him the tenant of the park as co-plaintiff. There were in Dunstable, along the High-street, which was part of the Roman road, Watling-street, sewers of great age. Through these sewers surface water from the streets of the town had flowed, as far as living memory goes, into a pond in the park. These sewers had also for many years conveyed not only surface water, but also slops and foul matter coming from house drains, so that the open ditches or receptacles in the park became from time to time offensive. As far back as 1869 over six hundred houses were connected with the sewers. It was not, however, proved that sewage, other than slops and house drainage, had found its way into the sewers to any considerable extent until after 1873, when for the first time a water company supplied the town with water. There might have been a few water-closets before that date, which were flushed by means of rain-water cisterns, and a few privies the contents of which found their way into one or other of the sewers. But, speaking generally, the ordinary mode of dealing with sewage of this nature was by cesspools, which were periodically emptied. For thirty years complaints had been made of the inadequate drainage of Dunstable, and letters had repeatedly been addressed by the Local Government Board to the corporation on the subject, but nothing had been done. At the date of the action there

was a foul pond of several acres in the park. The surface was so clogged with filth coming from the sewers that the water would not pass away into the chalk, and the value of the park was thereby substantially lessened; but there was no evidence of any injurious effect upon health. The defendants, by amendment, alleged a lost grant on the part of the owners in fee of Dunstable Park to trustees for the inhabitants of the parish of the right to drain all surface water of the parish, and all sewage, from any messuages built or to be built within the parish, and to discharge it on to the park; and that the plaintiff had acquiesced in and taken advantage of such grant.

May 19.—COZENS-HARDY, J. (after stating the facts above mentioned and referring to the allegation of the lost grant).—This claim, if well-founded, disposes of the whole action; but in my judgment it cannot be maintained. A lost grant is a valuable legal fiction devised to support long-continued possession and oft-repeated acts, which otherwise could not be legally justified. Thus, prior to the Prescription Act, it was the custom to direct juries to find a lost grant after more than twenty years' enjoyment of an easement, and *Haigh* v. *West* (1893, 2 Q. B. 19) is a modern example of the use of this fiction. But the evidence in the present case falls far short of what is requisite to raise the presumption of a lost grant. It would be highly dangerous to allow the trivial and occasional passage along a natural channel of water more or less contaminated to ripen into a legal claim to pour sewage of all kinds and of indefinite amount along such natural channel. I therefore hold that the defendants' claim of right fails, and I must grant an injunction to restrain them from exercising that alleged right. This, however, by no means disposes of the action, and it remains to consider what, if any, further relief the plaintiff is entitled to. In the first place, there are a large number of houses in respect of which prescriptive rights to pass sewage into and along the sewers have been gained. And it is plain that no injunction can be granted which will interfere with such rights. For this reason, amongst others, it is impossible for me to make any order which will involve the complete closing or abandonment of the sewers. In the second place, there are other houses, the connections of which with the sewers have been made with the consent or by the acquiescence of the defendants, and it is settled law that I cannot interfere with them: *Attorney-General* v. *Clerkenwell Vestry* (11 W. R. 185; 1891, 3 Ch. 527). In the third place, there are a few houses which have been connected with the sewers, in spite of the protest of the defendants, and the plaintiff contends that the defendants ought to stop up these connections. But I think the defendants must be taken to have acquiesced in that to which they at first objected, so that these houses really fall under the second head. If, however, I am wrong in this, they must be treated as falling under the fourth head. In the fourth place, the plaintiff contends that an injunction ought to be granted to restrain the defendants from allowing any future connections to be made. The defendants are willing, if they fail, as I hold they have failed, in their major claim of right, to undertake not to authorize or direct any such connection, but beyond this they will not go. The strength of the plaintiff's case lies in this, that the defendants can, without being guilty of any trespass, stop up any future connection with their sewers, and it is urged that this is the true test, and that which has been applied by the court in similar cases. On the other hand, it is urged that under section 21 of the Public Health Act, 1875, a householder adjoining the sewer has a right to connect his house with the sewer, and could obtain an injunction if the defendants absolutely refused on any terms to allow him to connect his house with the sewer. It is necessary to consider some of the authorities cited by counsel on this point. In the case of *Attorney-General* v. *Guardians of the Poor of Dorking* (30 W. R. 579, L. R. 20 Ch. D. 595, see 26 SOLICITORS' JOURNAL, p. 344) it was held in 1882 by the Court of Appeal that where a sanitary authority had not themselves constructed the sewers which were a nuisance, but only permitted them to be used as formerly by the inhabitants, they could not be restrained by injunction. But Sir George Jessel, at p. 606, laid stress upon the fact that the defendants could not physically put an end to the nuisance, and could only proceed by means of actions for injunction against persons who, with or without legal justification, were pouring sewage matter into the defendants' sewers. Section 21 of the Public Health Act, 1875, was cited, but Sir George Jessel does not seem to have considered that section to be material. In the same year, 1882, in the case of *Attorney-General* v. *Acton Local Board* (31 W. R. 153, L. R. 22 Ch. D. 221) Fry, J., refused to grant a mandatory injunction, which would compel the stopping up of existing drains, but he granted an injunction as to the future, restraining the defendants from directing or authorizing sewage to flow into the sewers in question, but he deliberately declined to insert in the injunction the word "permitting." In the following year, 1883, the case of *Charles* v. *Finchley Local Board* (31 W. R. 717, L. R. 23 Ch. D. 767, see 27 SOLICITORS' JOURNAL, p. 466) came before Pearson, J., who granted an injunction restraining the local board from allowing sewage to flow into a brook opposite the plaintiff's house, on the ground that they could at any time physically put an end to the nuisance without any action at all. This decision was primarily based upon the fact that the defendants had given permission to the third person to lay down a pipe from his house to the brook to pass pure water only, and that as he, in breach of their permission, was sending sewage through the pipe, they could, and ought to, revoke the permission. This may be a sufficient ground for the decision, but the learned judge, at p. 775, expressly held that the local board had a right under section 21 of the Public Health Act, 1875, to abate the nuisance without asking any leave, and without bringing any action. Now, section 21 is as follows: "The owner or occupier of any premises within the district of a local authority shall be entitled to cause his drains to empty into the sewers of that authority on condition of his giving such notice as may be required by that authority of his intention so to do, and of complying with the regulations of that authority in respect of the mode in which the communications between such drains and sewers are to be made and subject to the control of any person who may be appointed by that authority to superintend the making of such communication. Any person causing a drain to empty into a sewer of a local authority without complying with the provisions of this section shall be liable to a penalty not exceeding £20, and the local authority may close any communication between a drain and sewer made in contravention of this section, and may recover in a summary manner from the person so offending any expenses incurred by them under this section." I am not satisfied that in the Finchley case there was any sewer to which section 21 would be applicable, but this does not diminish the weight to be attached to the deliberate opinion of Pearson, J. He certainly held that the board could prevent an adjoining owner from connecting with the sewer. In 1891, in the case of *Ainley* v. *Kirkheaton Local Board* (35 SOLICITORS' JOURNAL, p. 315, 60 L. J. Ch. 734), Stirling, J., held that under section 21 a right is given to the owner or occupier to drain into an existing sewer, without reference to the question of whether sewage matter, if it once enters the sewer, occasions a nuisance to a third party. This absolute right is no doubt subject to any regulations in respect of the mode of making connections and subject to the control of any person appointed to superintend the making of the connections, but no regulations can justify an absolute refusal to allow a connection to be made on any terms. No regulations under section 21 have been made by the defendants. But certain bye-laws were made by their predecessors, the local board of health, in 1864. The 20th bye-law is the only relevant bye-law, and I assume that it is in force. It prescribes no notice, and it only directs that the drains of all houses shall be connected with the sewers in such manner as the local surveyor shall direct. It is obvious that under this bye-law the surveyor can only prescribe the manner of connection—he cannot refuse to allow any connection. Upon consideration I adopt the view of Stirling, J., in preference to the view of Pearson, J., and I must follow the precedent of Fry, J., and decline to grant an injunction which would prohibit the defendants from permitting or allowing fresh connections to be made, or, in other words, would oblige the defendants to stop up all future connections. A sanitary authority, in whom sewers are vested, has only a limited property in these sewers. It is not in the same position as an owner of a private sewer, who can absolutely prevent anyone from touching his property. It seems to me that the plaintiff has mistaken his remedy. He ought to have applied to the Local Government Board to make an order under section 299, which might ultimately be enforced by writ of *mandamus*. There are two minor points which I have not overlooked. It is said that the defendants ought to be restrained from allowing the sewage from the town hall to pass into the sewer. But the defendants are sued as the urban sanitary authority only, and not as owners of the town hall. I am not satisfied that the town hall has not a prescriptive right; but however that may be, I am not prepared to give the plaintiff a relief which is not sought by the pleadings. The result is that I must grant an injunction restraining the defendants, as the urban sanitary authority of the borough of Dunstable, from directing or authorizing any sewage or foul matter to flow or be discharged from sewers or drains vested in them as such sanitary authority on Dunstable Park. —COUNSEL, *Eve*, Q.C., and *Cann*; *A. T. Lawrance*, Q.C., *Hughes*, Q.C., *Kenyon Parker*. SOLICITORS, *Walls & Stallard*; *Maples, Teesdale, & Co.*, for *Benning & Son*, Dunstable.

[Reported by N. TRENDUTT, Barrister-at-Law.]

Re **BEVERIDGE'S TRUSTS AND IN THE MATTER OF THE TRUSTEE ACT, 1893.** Kekewich, J. 18th May.

TRUSTEE—RETIREMENT—RETIRING TRUSTEE—COSTS.

This was an originating summons asking (*inter alia*) for an order under sections 25, 26, 35, and 38 of the Trustee Act, 1893, that a fit and proper person might be appointed a trustee in the place of the applicant, who was desirous of being discharged from the trusts of a settlement, and for costs. The applicant, James Mowatt, was together with Rupert Kettle and John Dendy, on the 6th of April, 1875, appointed trustee of an indenture of marriage settlement of that date. By an indenture of the 29th of May, 1884, the applicant was discharged from the trusts of the indenture of the 8th of April, 1875, and Alfred Toulmin Smith was appointed a trustee thereof in his place. In 1889 the three then existing trustees were desirous of retiring, and the tenants for life of the trust property, who had under the settlement the power of appointing new trustees in place of any retiring trustees, approached the applicant with a view of his again becoming a trustee. This, though at first reluctant, the applicant eventually consented to do, because the tenants for life had a difficulty in finding anyone who would consent to act, as there happened to be at that juncture property to be got in and invested on the trusts of the settlement; and by an indenture of the 26th of June, 1890, he and F. C. Bayard were appointed trustees in the place of the retiring trustees. Applicant stated in his affidavit that it was clearly understood at the time that the appointment was for the purpose of tiding over the difficulties in which the tenants for life were then placed, and that he should be allowed to retire in the usual way from the trust when those difficulties were over if he desired to do so, and that he would certainly never have consented to again act as trustee except upon such understanding, nor have undertaken to remain permanently or alternatively to pay the cost of appointing another trustee in his place. In 1897 the applicant was desirous of retiring from the trust, all the property comprised in which was then in proper order and duly invested, and on the 15th of August, 1897, the engrossment of a deed was sent him by the solicitor for his co-

trustee for execution. This deed contained no provision for the appointment by the tenants for life of a new trustee to act in his place, and being advised that such a deed would not effect his retirement, the applicant refused to execute it, and proposed that a recital should be inserted to the effect that the tenants for life were desirous of appointing A. B. to be a trustee in his place. This, however, was not agreed to, the tenants for life being desirous of having one trustee only, and after further correspondence the present summons was taken out. There were two children only of the tenants for life, both being infants, and entitled in remainder to the trust property. It was not disputed that the affairs of the trust were in proper order. For the applicant it was contended that he had performed his duties and acted reasonably throughout, and was consequently entitled to retire at the cost of the estate. The contention on behalf of the defendants was that applicant had already been allowed to retire once at their expense, and that now he had shewn no adequate reason for wishing to retire: *Howard* v. *Rhodes* (1 Keen 581), *Porter* v. *Watts* (16 Jur. 757), *Hamilton* v. *Fry* (2 Molloy 458).

KEKEWICH, J.—The rule of the court in these matters is clear. The rule is that the court does not allow a trustee—any more than it allows any other person—notwithstanding the gratuitous nature of his office, to shirk his duties; and therefore the court says he shall not capriciously throw up those duties, gratuitous though they are, and by so doing cause expense to the estate. Of course the court cannot insist on a trustee remaining in office, but it says, if he requires to retire without a proper and adequate reason for so doing that he must do so at his own expense, and not at that of the estate. On the other hand, when a man has properly discharged his duties as a trustee for a long time, or there is any good or adequate reason for him to say that he desires to be relieved, the court always allows him to retire at the cost of the estate. Here it is not denied that the trustee has properly discharged his duties, and to oblige the beneficiaries he has, even after being released once, consented for a second time to undertake the duties of trustee. In my opinion, therefore, he is entitled to retire at the expense of the trust estate. Costs as between solicitor and client, including all costs, charges, and expenses properly incurred as trustee.—COUNSEL, *J. R. Warrington*, Q.C., and *Gurdon*; *T. T. Methold*. SOLICITORS, *Horne & Birkett*; *Preston, Stow, & Preston*, for *G. H. Charsley*, Slough.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

ALLEN v. **GOLD REEFS OF WEST AFRICA (LIM.).** Kekewich, J. 9th and 10th May.

COMPANY—DECEASED MEMBER—SERVICE OF NOTICES—KNOWLEDGE OF DEATH—CALLS ON SHARES—FORFEITURE—ALTERATION OF ARTICLES OF ASSOCIATION—EXECUTORS.

Action. The facts of this case so far as material for the purposes of the present report, are as follows: The plaintiffs were executors of one Emilio Zuccani, who at the time of his death, on the 5th of February, 1897, held 27,885 fully paid up shares, and also 36,435 partly paid up shares in the defendant company, the amount remaining unpaid in respect of the latter being 1s. 8d. per share. Previous to E. Zuccani's death the company had from time to time made calls upon him in respect of the partly paid up shares. After the defendant company had had notice of E. Zuccani's death they issued a notice dated the 4th of June, 1897, demanding £6,072 10s. in respect of unpaid calls on his said partly paid up shares, and £804 6s. 11d. interest on the same, and stating that unless the amount due was paid on or before the 21st of June then next the shares in respect of which the same was demanded would be liable to be forfeited. Copies of this notice were sent by registered letter to the deceased member's registered address, and to his executors collectively, and to each of them separately. By article 170 of the company's articles of association, it was provided that notices might be served by the company upon any member either personally or by sending it prepaid by post addressed to such member at his registered address as appearing in the register of the members of the company. The executors had not been registered as the holders of the shares. At a board meeting on the 23rd of July, 1897, the directors of the defendant company, in exercise of the power conferred on them by the company's articles of association, purported to forfeit the 36,435 partly paid up shares for non-compliance with the requisitions of the said notice. Article 29 of the articles of association provided that the company should have "a first and paramount lien for all debts, obligations, and liabilities of any member to or towards the company upon all shares (not being fully paid) held by such member." E. Zuccani was the only holder of fully paid up shares in the company. By a special resolution passed at meetings of the company held in February and March, 1897, this article was altered so as to omit the words "not being fully paid," and subsequently thereto the defendant company claimed to have a lien on the 27,885 fully paid up shares in respect of what was due on the 36,435 partly paid up shares. Notice of the meetings had been sent to E. Zuccani's registered address after his death was known to the company. In this action against the defendant company the plaintiffs claimed (1) a declaration that the partly paid up shares had not been forfeited; (2) an injunction to restrain the defendant company from treating or dealing with the said shares as forfeited; (3) damages for conversion; (4) a declaration that the defendant company were not entitled to a lien upon the said fully paid up shares. The plaintiffs alleged that the defendant company had claimed too much for interest, and that therefore the forfeiture purported to be made in consequence of the non-payment thereof was invalid. It was also contended that the notices had not been properly served, and that in the circumstances the company had no power to alter the articles. The following cases were referred to during the course of the arguments: *New Zealand Gold Extraction Co.* v. *Peacock* (1894, 1 Q. B. 622), *James* v. *Buena Ventura Nitrate Grounds Syndicate (Limited)* (44 W. R. 372; 1896, 1 Ch. 456), *Re Bowling and Welby's Contract* (43 W. R. 216; 1895, 1 Ch. 663), *Andrews* v. *Gas Meter Co.* (45 W. R. 321; 1897, 1 Ch. 361), *Baird's case* (18 W. R. 1094, 5 Ch. 725), *Pépé* v. *City and Suburban Building Society* (41 W. R. 548; 1893, 2 Ch. 311).

KEKEWICH, J., after examining the facts of the case, came to the conclusion that the company had asked too much interest, and that their power to forfeit for non-payment of interest depended on an erroneous calculation, and that therefore the forfeiture was invalid. On the remaining questions raised, his lordship continued as follows: Now as to the question of notices. The question is this, Before this notice of forfeiture was issued—that is to say, the notice of the 4th of June, 1897, Zuccani was dead. There was his registered address, and they served him with notice by registered letter to him at his registered address; they also served a notice on all the executors jointly and on each of them severally. For the purposes of argument Mr. Warrington gave up the notices to the executors and relied only on the notice to the dead man. But the service on the executors shews that the company knew that Zuccani was dead. Now, was the notice to the dead man sufficient? In the interpretation clause of the articles there is an interpretation of a "member." "Member" is stated to mean "a registered holder of any share or stock of the company." To my mind it is a mischievous practice to try to define any word like "member," which is already defined by section 23 of the Companies Act, 1862. The word does not mean anything more than a registered holder of a share in the company, and Zuccani was on the register though he was dead, and for some purposes he continued to be a member through his estate. But then, can you treat him as being a member so as to give him notice? To a certain extent you can. The case of *James* v. *Buena Ventura Nitrate Grounds Syndicate (Limited)* settles that, for very many purposes, the estate of a dead member is entitled to the privileges and subject to the liabilities of membership. That seems to me to go a very little way towards this question. Can you give a dead man notice so as to alter his rights and to enforce it against his estate? The Court of Appeal in *New Zealand Gold Extraction Co. (Limited)* v. *Peacock* shewed the importance of holding that a notice to a dead man was good if there was not anyone to whom notice could be given—that is, if they had not had notice that he was dead. The Master of the Rolls says on p. 631, "The articles are so drawn that they do not provide for dead men, nor for notice to dead men, nor for notice to anybody in the place of dead men. It is said that it is part of the bargain between the shareholders and the company that if a member dies and the company are going on and have no notice of his death, his estate cannot be called upon to pay calls. On the construction of the articles I think it obvious that no such bargain was intended. We must put a reasonable construction on the articles, and I have no doubt that the key to the difficulty is to be found in the suggestion made by Mr. Buckley, and that until notice of his death reaches the company calls may be made in respect of his shares by notice sent to his registered address just as if he were still a member. I have no doubt at all that that is the true construction of the articles. In order not to make these articles absurd, we must hold that a deceased member remains a member until notice is given." The Master of the Rolls does not say whether, if the company had notice of the death, a notice sent to the deceased's registered address would be sufficient, but Lord Davey supplies the omission, for on p. 632 he says, "I do not think that if they had notice of the death of the member they could rely on service upon him at his registered place of address, and nothing that we say in this case touches that question," and further on he says, "I am prepared to adopt Mr. Buckley's suggestion and to hold that a deceased member or his estate remains a member for the purpose of the articles so long as his name remains on the register without notice to the company of his death." I see that, on p. 633, Lord Davey says: "It is the duty of the representatives of a deceased member to give notice of his death to the company at the earliest possible opportunity; and, if they wish the company not to go on treating him as still on the books, it is the duty of the executors to give notice to the company of their desire to become members in his place." I am not sure that I quite appreciate the full meaning of that, but it does not alter what I have read, and I take this to be the decision and the expression of the Court of Appeal, that when once the company have notice of the death of the member, they cannot serve notice on him so as to bind his estate. Then there was the case of *James* v. *Buena Ventura Nitrate Grounds Syndicate (Limited)*, and the case with which I have just dealt was there referred to in the arguments of counsel for both the appellants and respondents, and by the learned judges. Lord Herschell says, on p. 464: "It is no doubt the fact that strictly speaking, although Mr. James's name was at the time of the resolution of April, 1893, still on the register, he was not, being dead, a member of the company. It seems to me, however, perfectly clear that the word 'member' as used in some of the articles of the company must be held to include those whose names are on the register, though they are no longer living." That has been quoted to me as meaning that he was still a member for all purposes; but Lord Herschell expressly confines it to some purposes. Rigby, L.J., also deals with it, for on p. 467 he says: "The liability for calls exists notwithstanding the fact that the required notice cannot be given to a dead man, because it may be given to his representatives; though, if the company is not aware of his death, notice served at his registered address is sufficient when the articles provide for such service upon members"; and he cites the case of *New Zealand Gold Extraction Co.* v. *Peacock*. Therefore I think I may say that the Court of Appeal not only did not mean to depart from the prior case, but they adopted it, and I take those two cases as saying that you cannot, after you have notice of the death, serve notice on the deceased member so as to affect calls on shares or an allotment of new shares. In this case there are provisions as to what is to be done on the death of a shareholder by his executors. It sometimes happens that the

executors do not want to be registered. Mr. Buckley, in his comments on Table A, points out the necessity of carrying the article further, and on p. 497 he says: "To escape the disadvantage under which the company is thus placed in having for holders of its shares merely representative members, whose liability is limited by the amount of the assets of their testator, provisions have been commonly introduced into articles of association putting upon executors a pressure either to transfer their testator's shares or to become in their own persons proprietors in respect of them, by attaching the penalty of forfeiture to a neglect to do either one or the other within a limited time." My recollection of the old chartered companies is that there was a very special clause always inserted providing that the executors must come in within a certain time, and there was a strong power given to the company not to pay dividends to those who did not come in. But there is no special clause here, and its absence puts the company in a considerable fix. If they cannot call on the executors to come in and they cannot give notice to the dead man, there is a deadlock, but I cannot help that. That is a matter for contract. I think it would be bad to say that because the company is brought to a deadlock therefore the company can give notice to a dead man. I am of opinion, therefore, that this notice is bad. Now as to the question of lien. It has been argued that Zuccani had fully-paid shares which by contract were excepted from the lien which the company would have, and that he could not be deprived of the benefit of that exception by special resolution. Article 29 provides for that. That defines his right, but it was also his right under the articles to have the articles altered. Notice of the intended alteration was given to Zuccani after he was dead, and after the company knew that he was dead. What I have already said when dealing with the notice of forfeiture applies also to this notice. But there is another consideration, and that is that Zuccani was the only holder of fully-paid shares, and he owed the company money in respect of shares which were not fully paid. It appears that the only object of passing this special resolution was to get payment of what was due on the shares not fully paid up by a lien on the fully paid up shares, and that this resolution was aimed at that object and no other. I think there is a good deal of substance in the question whether you can alter the articles in such circumstances. In his judgment in *James* v. *Buena Ventura Nitrate Grounds Syndicate (Limited)* Rigby, L.J., says: "But even if this were not so, no majority of the shareholders, even by special resolution purporting to alter the regulations of the company, could retrospectively affect, to the prejudice of non-consenting owners of paid-up shares, the rights already existing under article 27" (*i.e.*, article 27 of Table A). I take the liberty to say that I agree with the learned lord justice. This part of the case has not been so fully argued before me as the rest of the case, and I have come to my decision on other grounds, but I think that it would be monstrous injustice to say that all the other members of the company can meet and decide that the article can be altered, and that the fully-paid shares, which one, and only one, member holds, shall from a certain day be held as a security for what is due from that one member in respect of his other shares which are not fully paid up. However, I have said enough on other grounds to come to a conclusion in this case.—COUNSEL, *Renshaw*, Q.C., and *Kerly*; *Warrington*, Q.C., and *Dunham*. SOLICITORS, *Kerly, Son, & Verden*; *Mayo & Co.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

High Court—Queen's Bench Division.

WHITE (Appellant) v. MORLEY (Respondent). Div. Court. 9th May.

COUNTY COUNCIL—BYE-LAWS—BYE-LAW FORBIDDING STREET BETTING—VALIDITY—INCONSISTENCY WITH STATUTE—METROPOLITAN STREETS ACT, 1867 (30 & 31 VICT. c. 134), s. 23.

Case stated by Mr. BROS, Metropolitan police magistrate sitting at the Clerkenwell police-court, raising a question as to the validity of a bye-law made by the London County Council in reference to betting in any public street. A complaint was made by the respondent Morley, who was an inspector of the Metropolitan police, against the appellant for that he (the appellant), on the 2nd of December, 1898, at Palmer-place, near the Holloway-road, did unlawfully frequent and use the said place for the purpose of betting contrary to the bye-laws of the London County Council. The bye-law, which came into force on the 1st of October, 1898, was as follows: "No person shall frequent and use any street or other public place on behalf either of himself or of any person for the purpose of bookmaking or betting or wagering, or agreeing to bet or wager with any person, or paying or receiving or settling bets." The bye-law was made by the London County Council in pursuance of their powers under section 16 of the Local Government Act, 1888 (51 & 52 Vict. c. 41), which gave to county councils the same power of making bye-laws in relation to their county as the council of a borough have under section 23 of the Municipal Corporations Act, 1882; and under this latter Act the borough councils had power to make such bye-laws "as to them seem meet for the good rule and government of the borough, and for prevention and suppression of nuisances not already punishable in a summary manner by virtue of any Act in force throughout the borough, and may thereby appoint such fines not exceeding £5, as they deem necessary for the prevention and suppression of offences against the same." Then section 23 of the Metropolitan Streets Act, 1867 (30 & 31 Vict. c. 134), provided: "Any three or more persons assembled together in any part of a street within the Metropolis for the purpose of betting shall be deemed to be obstructing the street, and each of such persons shall be liable to a penalty not exceeding £5." At the hearing the following facts were proved or admitted. On the 2nd of December, 1898, the appellant was standing, at about 1.45 p.m., on the footway of Palmer-place, which is a street and a public place. He stood there for about ten minutes, and during that time was approached successively by four persons, who handed to him slips of paper and money and then walked away. They approached him singly, and there was never more than one person with him at any one time. On the 3rd of December a similar occurrence took place. On behalf of the appellant it was contended that the bye-law was *ultra vires* and invalid on the ground that the bye-law was repugnant to the statutory enactment already in force in the Metropolis—namely, section 23 of the Metropolitan Streets Act, 1867, relating to betting in the streets. The magistrate found as a fact that the appellant was frequenting and using the said Palmer-place for the purpose of betting and receiving bets in the manner described on the 2nd and 3rd days of December, 1898, and he found and it was not now in dispute that the appellant was thereby guilty of a breach of the bye-law, assuming it to be valid; and he was further of opinion that the appellant's contention was wrong, and that the bye-law was a valid bye-law. The question for the opinion of the court was whether the bye-law is a bye-law in the Metropolis. For the appellant it was now contended that the bye-law was invalid, as it dealt with the very same subject-matter as section 23 of the Metropolitan Streets Act, 1867, and dealt with it in a different way, and that the bye-law was therefore inconsistent with and repugnant to the express provisions of section 23 and was therefore invalid: *Johnson* v. *Corporation of Croydon* (16 Q. B. D. 708), *Burnett* v. *Berry* (44 W. R. 512; 1896, 1 Q. B. 641), *Strickland* v. *Hayes* (44 W. R. 398; 1896, 1 Q. B. 290), *Kruse* v. *Johnson* (46 W. R. 630; 1898, 2 Q. B. 91). For the respondent it was contended that there was no inconsistency or repugnancy between the bye-law and the provisions of section 23 of the Metropolitan Streets Act, 1867; that the section of the Act dealt with the obstruction of the street, and that was very clearly shown by the preamble of the Act, which was to make "provisions for regulating the traffic in the streets," but that the bye-law had reference to the frequenting or using the street for the purpose of betting; that the bye-law was one which could properly be made "for the good rule and government" of the metropolis, and was therefore valid: *Burnett* v. *Berry*, *Edmonds* v. *The Company of Watermen and Lightermen* (24 L. J. M. C. 124).

THE COURT (DARLING and CHANNELL, JJ.) held, dismissing the appeal, that the bye-law was not inconsistent with the provisions of section 23 of the Metropolitan Streets Act, 1867, and that it was a valid bye-law.

DARLING, J.—This appeal must be dismissed. Putting the Metropolitan Streets Act of 1867 out of the question, it is clear that this bye-law would be a good bye-law as being one which was for the good rule and government of the Metropolis; and, moreover, since the case of *Kruse* v. *Johnson*, a larger discretion is confided to elected bodies as to the making of bye-laws than railway or trading companies possess. But it is said that, having regard to section 23 of the Metropolitan Streets Act, 1867, the bye-law is repugnant to the Act, and is therefore bad. The law as to that is laid down by Cockburn, C.J., in *Bentham* v. *Hoyle* (26 W. R. 314, 3 Q. B. D. 289). Do these two things—the statute and the bye-law—deal with the same matter? They do not deal with the same matter. What is punished in one is not allowed in the other. The statute prohibits three persons meeting together in the street for the purpose of betting, but the bye-law prohibits a person frequenting or using the street for the purpose of betting. The bye-law, therefore, and the statute provide against and punish two different things, and therefore the bye-law is not bad.

CHANNELL, J.—I am of the same opinion. Apart from the Metropolitan Streets Act, 1867, the case of *Burnett* v. *Berry* is exactly in point, and would bind us whether we agree with it or not. I agree with it, and that settles that this bye-law is within the powers by which it purports to be made, unless it is affected by the Act of 1867. Since the case of *Kruse* v. *Johnson* was decided the main point appears to be that, where a thing is of a character that can be a nuisance, then it is for the public authority to say whether it is a nuisance in the district for which they are acting, and if it is, the bye-law would not be interfered with as being unreasonable. Then as to the effect of the Metropolitan Streets Act, a bye-law must be not only reasonable, but it must not be repugnant to the general law. The local law may not alter the general law and may not make unlawful an act which is expressly authorized; but to make the local law invalid there must be some inconsistency which makes the local law go beyond the general law. The Streets Act makes the assembling together of three or more persons for the purpose of betting an obstruction of the street, but the local law—that is, this bye-law—makes a different thing altogether an offence. The gist of the two offences in the two cases is altogether different. There is therefore no inconsistency between them, and there is no repugnancy. The bye-law, which is otherwise a good bye-law, is not made invalid by anything contained in the Streets Act of 1867.—COUNSEL, *J. Walton*, Q.C., and *Avory*; *Dickens*, Q.C., and *Daldy*. SOLICITORS, *Lewis & Lewis*; *W. A. Blaxland*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

***Re* A. L. GIEVE. *Ex parte* L. E. A. SHAW.** C. A. No. 2. 12th May.

BANKRUPTCY—PROOF—POSTPONED CLAIMS—SALE OF BUSINESS IN CONSIDERATION OF A SHARE IN THE PROFITS—SALE IN CONSIDERATION OF AN ANNUITY WHICH TO THE KNOWLEDGE OF BOTH PARTIES THE PURCHASER CANNOT PAY OTHERWISE THAN OUT OF THE PROFITS—VENDOR RETAINING HIS LIEN ON THE BUSINESS, AND RESERVING POWER TO RESCIND THE AGREEMENT ON DEFAULT BY PURCHASER—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), ss. 2, 3—VALUATION OF ANNUITY—REFERENCE TO REGISTRAR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 37, ss. 4, 5, 7.

This was an appeal from a decision of Wright, J. (reported *ante*, p. 383),

who had refused to admit a proof by Mrs. L. E. A. Shaw in the bankruptcy of Afred Lang Gieve for £3,215, in respect of an annuity agreed to be paid to her by the bankrupt as the consideration for the sale to him of the business formerly carried on by her deceased husband John Shaw. Shaw had at one time carried on a large and very profitable business as an outside stockbroker, and on his death he left his widow his sole executrix and legatee. An agreement dated the 25th of March, 1892, was made between Mrs. Shaw of the one part and Gieve and one Willis of the other, It provided that Mrs. Shaw should sell the business to Gieve and Willis, and should also advance a sum of £8,000 for use in the business. Gieve and Willis on their part agreed to pay Mrs. Shaw an annuity of £2,650, and also to pay her interest on a sum of £15,000, or such part of that sum as she should not have received by payments of the annuity. After the payments in respect of the annuity should have amounted to the sum of £15,000 the purchasers were to be at liberty to redeem the annuity by the payment of a further sum of £15,000. The sum of £10,000 due to Mrs. Shaw under the agreement (made up of the £8,000 advanced by her as aforesaid and of a sum of £2,000 allowed for the furniture of the business premises, &c.) was to be paid off by minimum instalments of £1,000 a year, and by the payment to Mrs. Shaw of the excess of profits in any year over £8,000. The vendor was to retain her lien on the business, and was to have access to all the books and accounts belonging to the business. The purchasers were to carry on the business until the sums due to the vendor were discharged, and they were to invest in it, in addition to the £8,000 to be advanced by the vendor as aforesaid, a further sum of £2,000 of their own. In case of any default being made by the purchasers in performance of the terms of the agreement, the vendor was to be at liberty to rescind the agreement, and if she should exercise this right, she was to be entitled to be paid all arrears then due and certain other sums specified in the agreement. Gieve and Willis carried on the business under this agreement for several years. Willis then died, and Gieve alone continued to carry on the business until in 1898 he was adjudicated a bankrupt. In his bankruptcy Mrs. Shaw claimed to prove for a sum of £3,215, in respect of the capitalized value of the annuity and of arrears which she alleged to be due to her, and interest. The trustee rejected the proof entirely. Mrs. Shaw then applied to Wright, J., for an order that the proof should be admitted. Mrs. Shaw was required to attend for cross-examination, and in answer to questions, stated that her husband had no liabilities that she knew of; that she knew the business was of a speculative kind; that she knew Gieve as her husband's manager, and did not suppose him to be a man of large independent fortune; that when the agreement for the sale of the business was to be drawn up she instructed her solicitor that she wanted a certain income, and knew no more of the negotiation, but that she understood Gieve could not pay her anything except out of the profits of the business. These answers were much relied upon as shewing that the agreement was in substance that Mrs. Shaw should be paid a part of the profits of the business. Wright, J., held that the proof was properly rejected, because under section 3 of the Partnership Act, 1890, Mrs. Shaw's claim was postponed to the claims of other creditors as being that of a person who had sold a goodwill "in consideration of a share in the profits of the business." Mrs. Shaw appealed.

THE COURT (LINDLEY, M.R., and RIGBY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R., said: I do not think that we need trouble to hear any reply in this case, Mr. Muir Mackenzie. The rights of the parties must be gathered from the written instrument into which they have entered; unless, of course, that instrument can be impeached as being a fraud against creditors, which is not suggested here at all. It appears to me that you cannot possibly bring this agreement within the sections which are relied upon by the learned judge—sections 2 and 3 of the Partnership Act, 1890, which replace the provisions of the former Act with which we used to be familiar. This agreement obviously does not create a partnership, and there is in fact no partnership, between Mrs. Shaw and Mr. Gieve, who bought her husband's business. Such an arrangement was never contemplated by them. On the face of the agreement itself, or appearing from other circumstances if you go behind it, there is nothing of that sort. There is nothing, I think, at which we can legitimately look to lead us to a different conclusion. Fraud is not alleged, except so far as the agreement itself may be a fraud. Now, in the absence of fraud, it is clear that, as I have said, the agreement must regulate the right of the parties. We have therefore to examine what the rights of the parties under this agreement are. It is quite obvious to my mind that Mrs. Shaw was simply stipulating that a certain annuity should be paid to her, and that she is not a person receiving, as the consideration for the sale, a portion of the profits of the business, within the meaning of the provision in section 3 of the Partnership Act, 1890. I think it is a fallacy to argue that the person who has to pay her the annuity is a gentleman engaged in the business, and that, therefore, she is to receive from him a share of the profits. I do not doubt it is quite true that, unless he carried on that business or a similar one, he would be unable to pay Mrs. Shaw her annuity; but it does not follow from that that she is to be treated as bargaining to receive a share of the profits of the business any more than any of his other creditors, none of whom, presumably, would be paid unless he carried on some business and earned some income. You cannot bring this agreement within the terms of section 3, fairly construed. You cannot possibly say, having regard to the terms of this agreement for the payment of an annuity, that this lady is going to receive by way of annuity or otherwise a portion of the profits of this business. With respect to section 3 of the Act of 1890, it must be borne in mind that she is not to be postponed unless she comes within the language of its provisions, which I will read: "In the event of any person to whom money has been advanced by way of loan upon such a contract as is mentioned in the last foregoing section, or of any buyer of a goodwill in consideration of a share of the profits of the business, being adjudged a bankrupt, entering into an arrangement to pay his creditors less than twenty shillings in the pound, or dying in insolvent circumstances, the lender of the loan shall not be entitled to recover anything in respect of his loan, and the seller of the goodwill shall not be entitled to recover anything in respect of the share of profits contracted for, until the claims of the other creditors of the borrower or buyer for valuable consideration in money or money's worth have been satisfied." I think you cannot, on the true construction of that section, treat the bankrupt as buying a business on the consideration of an agreement to pay to Mrs. Shaw, by way of annuity, a part of the profits. That appears to me to be so plain that if it were not for those clauses of the agreement which give the creditor a security on the business, I should think the case an absolutely unarguable one. Mrs. Shaw has, by the terms of the agreement, a right to rescind it, which right she has not exercised. That does not bring the transaction within this section. It appears to me that the learned judge took an erroneous view of the true construction of the section, and erroneously treated this bargain as coming within the Act. I think it is certainly not within the Act simply because the bankrupt is a person engaged in business, and will probably pay the annuity out of the profits. If it is not within the Act for that reason, it is not within it at all. As regards the value to be put on the annuity for the purpose of proof, if the parties had not asked us to refer that to the registrar to assess, I should have felt some difficulty in doing so, because this is not a case where the trustee has attempted to assess the value and there has been an appeal from him. But as both the parties request us to deal with the matter in that way, I see no difficulty at all, especially after what Mr. Reed has suggested, that he is prepared, on the trustee's behalf, to say that the trustee does not see his way in regard to assessing the value. The proper course will be to discharge the order of the learned judge, and by consent or at the request of the parties to refer it to the registrar to estimate the proper value to be put upon this annuity. As to the costs, I think Mrs. Shaw must have them all, both here and in the court below.

RIGBY and COLLINS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Muir Mackenzie* and *George Cave; Herbert Reed*, Q.C., and *A. H. Carrington*. SOLICITORS, *Slack, Edwards, & Co.; Ingle, Holmes, & Co.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

LAND REGISTRY.

LAND TRANSFER ACT, 1897.

Notice is hereby given, that Draft Rules have been prepared under the above Act, amending the Land Transfer Rules, 1898.

Copies may be obtained at the Land Registry, Lincoln's-inn-fields, W.C.

RULES PUBLICATION ACT, 1893.

(56 & 57 Vict. cap. 66.)

In pursuance of section 3 (3) of the above Act notice is hereby given:—

(1) That the undermentioned Orders in Council have been issued consolidating, amending and repealing, revoking, and annulling all former Orders in Council as to County Court Districts and Court Towns, and as to the Jurisdiction in Admiralty of County Courts, and as to the number and limits of the District Registries of the High Court.

(2) That such Orders in Council so issued are Statutory Rules and have been numbered and printed under the above Act, and that they may be referred to by their short titles or by their numbers as Statutory Rules as hereunder specified.

(3) That copies of such Statutory Rules may be purchased, either directly or through any bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C., and 32, Abingdon-street, Westminster, S.W.; or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow; or Messrs. Hodges, Figgis, & Co. (Limited), 104, Grafton-street, Dublin.

List of Orders to which the above Notice refers.

The County Courts (Districts) Order in Council, 1899: Statutory Rules and Orders, 1899, No. 178.

L. 3.

The County Courts (Districts) Order in Council, May, 1899: Statutory Rules and Orders, 1899, No. 347.

L. 10.

The County Courts (Admiralty Jurisdiction) Order in Council, 1899: Statutory Rules and Orders, 1899, No. 348.

L. 11.

The County Courts Districts (Repeal) Order in Council, 1899: Statutory Rules and Orders, 1899, No. 349.

L. 12.

The District Registries Order in Council, 1899: Statutory Rules and Orders, 1899, No. 350.

L. 13.

RULES PUBLICATION ACT, 1893.

(56 & 57 Vict. cap. 66.)

In pursuance of section 3 (3) of the above Act notice is hereby given:—

(1) That the undermentioned Orders have been made by the Lord Chancellor—

(*a*) Consolidating, amending, and repealing all former Orders as to the Jurisdiction in Bankruptcy, and under the Companies (Winding-up) Act, 1890, of County Courts corresponding with the County Courts (Districts) Order in Council, 1899.

(*b*) Postponing the coming into operation of certain provisions of the County Courts (Districts) Order in Council, 1899, and of other consequential provisions as to certain Court Districts and Court Towns—viz., London, Millom, Darwen, and Stockton.

(2) That such Orders so issued are Statutory Rules and have been numbered and printed under the above Act, and that they may be referred to by their short titles or by their numbers as Statutory Rules as hereunder specified.

(3) That copies of such Statutory Rules may be purchased either directly or through any bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C., and 32, Abingdon-street, Westminster, S.W.; or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow; or Messrs. Hodges, Figgis, & Co. (Limited), 104, Grafton-street, Dublin.

List of Orders to which the above Notice refers.

The County Courts (Bankruptcy and Companies Winding-up) Jurisdiction Order, 1899: Statutory Rules and Order, 1899, No. 351.
L. 14.

The County Courts (Districts) Postponement Order, No. 1: Statutory Rules and Orders, 1899, No. 352.
L. 15.

The County Courts (Districts) Postponement Order, No. 2: Statutory Rules and Orders, 1899, No. 353.
L. 16.

The County Courts (Districts) Postponement Order, No. 3: Statutory Rules and Orders, 1899, No. 354.
L. 17.

The County Courts (Districts) Postponement Order, No. 4: Statutory Rules and Orders, 1899, No. 355.
L. 18.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—APRIL, 1899.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

FREDERICK HINDLE, who served his clerkship with Mr. Frederick George Hindle, of Darwin.

SECOND CLASS.

[In Alphabetical Order.]

John Robert Cockran, who served his clerkship with Mr. Arthur Davis Thorpe, of the firm of Messrs. Meadows, Elliott, Meadows, & Thorpe, of Hastings.

Edward Ernest Collier, who served his clerkship with Messrs. Masters & Rogers, of Liverpool; and Messrs. Wynne, Holme, & Wynne, of London.

Ernest Alfred Earl, B.A., LL.B. (Camb.), who served his clerkship with Dr. Frederick Walton Atkinson, of the firm of Messrs. Atkinson & Dresser, of London.

Edgar Arbuthnot Fenwick, who served his clerkship with Mr. Francis Travers Birdwood, of the firm of Messrs. Downing, Holman, & Co., and Messrs. Holman, Birdwood, & Co., both of London.

Reginald Arthur Loseby, who served his clerkship with Mr. Arthur John Loseby, of Market Bosworth; and Messrs. Gibson, Weldon, & Bilbrough, of London.

Frank Beddoes Nash, who served his clerkship with Mr. William Robinson Smith, of Swansea.

Sydney Payne, who served his clerkship with Mr. John Storey, of Leicester; and Messrs. Field, Roscoe & Co., of London.

Albert Robinson, who served his clerkship with Dr. Frederic William Hardman, of Deal; and Messrs. Hore & Co., of London.

Charles Harold Smith, who served his clerkship with Mr. George Thomas Smith, of Birmingham.

Henry Hayes Vowles, who served his clerkship with Mr. Charles Thornton, of Nelson, Lancashire; and Mr. Alfred Conyers Champney, of Gloucester.

John Whitfield, who served his clerkship with Messrs. Birdsall & Cross, of Scarborough; and Messrs. Radford & Frankland, of London.

THIRD CLASS.

[In Alphabetical Order.]

Roland Gilbert Evans, who served his clerkship with Mr. Charles Edward Howell, of Welchpool; and Messrs. Robbins, Billing, & Co., of London.

George Edward Foster, who served his clerkship with Mr. Ernest Henry Foster, of Leeds.

Walter Hyett Madge, who served his clerkship with Mr. Henry Allen Armitage, of Gloucester; and Messrs. Armitage & Chapple, of London.

James Mason Martin, who served his clerkship with Mr. Richard Clarkson Mayhew, of Saxmundham.

Henry Purser, who served his clerkship with Mr. Edward Lashford Cave, of Bromyard.

Charles Reynolds Scorer, who served his clerkship with Messrs. Burton, Scorer, & White, of Lincoln; and Messrs. Page & Scorer, of London.

Harry Stephenson, who served his clerkship with Mr. Walter Foster, of the firm of Messrs. Walter & E. H. Foster, of Leeds.

The Council of the Incorporated Law Society have given class certificates and awarded the following prizes:—

To Mr. Hindle—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Scorer—The John Mackrell Prize—value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Fifty-nine candidates gave notice for the examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th of May, 1899.

Aitchison, John Charles
Atkins, Cecil Charles
Bailey, Arnold Savage
Ball, Arthur William
Barnett, John Spencer
Beamish, Alfred Ernest
Boulton, Aubrey Holmes
Brayshaw, Henry Hawkridge de Newfort
Broadbent, Herbert
Brockis-Warren, William Alfred
Brownley, Frederick James
Burridge, William Temple
Burt, Llewellyn Charles Urquhart
Butcher, Osborne Arthur
Chapman, John
Clapp, James Spearing
Cooke, Charles James
Cox, Henry George
Cutter, Alfred Christopher
Davies, Gwilym Meirion
Davis, Herbert William Ratcliff
Dixon, Peter Sydenham
Donne, William Ralph
Duckworth, Henry
Edyvean, Montague Flamank
Eldridge, Theodore Paul
Ellis, Thomas Martin
Evans, Oswald Crook
Everidge, James
Freeman, Robert Bingle
Gardner, Charles Frederick
Gaspar, Frederick Paul Dwight
Gray, Colin
Hague, Wilfrid
Harbottle, Arthur Septimus
Hargreaves, Robert
Harris, Reginald
Hartnoll, Frederic Brewse
Harvey, Sidney Lancelot
Hewetson, Joseph
Horn, Gerald
Houlder, Alec Guy
Houstoun, Malcolm Douglas
Hunnybun, William
Irving, Arnold Cuthbertson
Jarvis, William Henry
Johnson, Ernest James
Johnson, Frank Birley
Jones, Ivor William
King, Guy Standish
Lee, Norman Nellist
Livesey, David
Lloyd, Arthur Cobbold
Lyon, Algernon George
May, John
Meaby, Kenneth George Tweedale
Melvin, George
Miller, Claude St. John Garle
Musson, William Pratt
Nash, Grafton Leslie
Pakeman, Percy John
Parkington, Alfred Ernest
Parry, Wykeham
Pelly, Raymond Theodore
Pratt, Bernard William Harries
Ramsay, Harry
Raper, Godfrey Curzon
Rendell, James Hugh
Richards, Sydney Charles
Riddell, Richard Hutton
Room, Lionel Charles Turner
Salter, Arthur Nicholas
Scholefield, Arthur
Sheppard, Frederic Charles
Smith, John Henry
Smith, Thomas
Steadman, Harold Lester St. Germain
Sternberg, Montague Percy
Stevens, James Reginald
Sturt, Francis Leslie
Sutton, Fraser
Swallow, Francis Benjamin
Tatham, Charles Edward
Taylor, Ronald George
Teasdale, Reginald
Thomas, David Henry Llewelyn
Thompson, Cecil Boyd
Tryon, Basil Frederick Tuckfield
Wardle, Robert Fox
Webb, Charles
Webb, Francis Frederick Charles
Webb, Harry Gurteen
Webb, Walter Thomas
West, Charles Leopold
Widdop, Arthur William
Winterbotham, Henry Noel
Wood, Frederic Walter
Woolnough, Felix

The late Lord Esher, says the *St. James's Gazette*, like so many distinguished judges, was a keen humorist. A story of the closing days of his career may be recalled. For several years before his resignation came rumours of his retirement were current from time to time. One day as the court was rising for a vacation Lord Esher rising gravely said to the bar: "And now, gentlemen, I must wish you all good-bye"—(immense sensation; evidently the resignation had come)—"until after the vacation." A short time before he retired, Lord Esher told a troublesome applicant that her case had been sent to be tried by a certain learned judge without a jury, adding, "He is a capital lawyer, you know, and will try your case very nicely." But she demurred, and, pressing her request for a jury, said: "Oh, yes, my lord, Mr. Justice —— is all very well as to law; but, my lord—and in this respect I am also in a difficulty in your lordship's court—my case requires so much common sense."

LEGAL NEWS.

OBITUARY.

Mr. Henry Nelson, solicitor, the senior partner in the firm of Messrs. Nelson, Barr, & Nelson, of Leeds, died on the 20th inst., at the age of eighty-four years. At his death we believe he was the oldest solicitor in Leeds, and one of the oldest solicitors in England. He was admitted in 1835, and was in practice for sixty-four years. Mr. Nelson's firm was also one of the oldest in Yorkshire. Originally constituted as Nicholson & Barr, in 1837 it became Barr, Lofthouse, & Nelson, and after several changes ultimately became Nelson, Barr, & Nelson. In 1877 Mr. Nelson became solicitor to the Great Northern Railway Co., and some idea of his activity, says the *Leeds Mercury* (to which we are indebted for many details) may be gathered from the fact that for many years up to the close of 1894 he added to his ordinary daily work the fatigue of travelling from Leeds to London and back almost every week in connection with his duties as such solicitor. He obtained for the company the Act for their extension from Newark to Melton Mowbray, Leicester, and Market Harborough, and successfully conducted the company's opposition to the joint scheme of the Midland and Sheffield companies for a new line from Rushton to Doncaster in 1873 and the Great Eastern Co.'s proposed northern extension in 1878, both of which schemes threatened a serious invasion of the Great Northern territory. In matters of detail, says the *Leeds Mercury*, he was very precise and watchful, and nothing that had any bearing upon the work of his department, however trivial, was allowed to escape his ken. He enjoyed the entire confidence of the directors, the officials, and those of the shareholders who knew the extent and value of his services to the company, and general regret was felt when towards the end of 1894 the time came for him to relinquish the appointment. The directors took the opportunity of expressing their very high appreciation of his services, and his retirement was sympathetically referred to at the succeeding meeting of shareholders. Mr. Nelson held many other offices. He was solicitor to the Leicester Tramways Co., the West Yorkshire Iron and Coal Co., the Grand Hotel Co., Scarborough, and many other undertakings. His firm acted in a similar capacity for the Leeds and County Bank (now amalgamated with the London and Midland Bank). Mr. Nelson was clerk to the Income Tax Commissioners in Leeds, and an honorary director of the Scottish Widows' Life Assurance Co. As a solicitor, says the account above referred to, he was held in the highest esteem by his profession. He was a man of few words, but there was a meaning in those words which was understood the moment they were uttered, and a determination in his attitude which was not to be mistaken. His clients trusted him, for if they knew him at all they knew that if it was possible to settle a case on reasonable terms without going into court they would be spared the expense and trouble of needless litigation. As president of the Leeds Incorporated Law Society he took a conspicuous part in connection with the annual provincial meeting of the Incorporated Law Society which met in Leeds in 1889. One of his sons, Captain R. H. Nelson, was a member of the expedition to Central Africa led by Mr. Stanley for the relief of Emin Pasha.

CHANGES IN PARTNERSHIPS.

Dissolution.

Hubert Waldron and Francis Joseph Webster, solicitors (Lawrence, Waldron, & Webster), 14, Old Jewry-chambers. May 20. [*Gazette*, May 23.

INFORMATION REQUIRED.

Captain Henry Robert James-Pearch, deceased.—Will wanted.—Any solicitor, banker, or other person having in his possession, or who can give any information with regard to a Will executed by the above deceased, is requested to communicate immediately with Francis A. Rudall, solicitor, 48, Watling-street, London.

GENERAL.

The Duke of York has intimated his intention of dining at Lincoln's-inn on the Grand Day of Trinity Term, the 7th of June next, as a bencher of the inn.

It is stated (we do not know on what authority) that the benchers of the four Inns of Court having agreed that a joint committee of the four inns should be appointed to consider whether any alteration should be made in the Long Vacation, members to represent each society have been appointed, and a meeting of the joint committee will shortly take place.

The Berlin correspondent of the *Times* announces the death of Professor Dambach, for many years legal adviser to the German Post Office. He was born in 1831, and for some years practised as a lawyer in Berlin, and in 1862 he received an appointment in the Post Office. In 1873 the Berlin University appointed him extraordinary professor of law, and his lectures soon became very popular. The present German legislation on literary, artistic, photographic copyright, and on trade-marks was in the main drafted by him. He was the author of numerous legal works, chiefly on the subject of copyright.

At the Rochester police-court, on Tuesday, says the *St. James's Gazette*, a new point in the law as to vaccination was raised. It was admitted that the public vaccinator had duly advised the defendant of his intention to call to offer to vaccinate the child as provided in the new Act, but that the defendant had told him that he need not do so as he should not have the child vaccinated. It was contended, however, that this did not absolve the public vaccinator from the performance of his statutory duty to call at the house of the child to offer vaccination. The bench upheld the objection and dismissed the case.

A singular case was, says the *Times*, heard at the Richmond police-court on Monday, when a working man named Gibson, who was summoned by his wife for arrears under a maintenance order, pleaded non-liability on the ground that he was not the woman's lawful husband. He called a man who declared that he was Joseph Boxall, Mrs. Gibson's first husband. This man had disappeared nearly twenty years ago, and Mrs. Gibson said that she was afterwards shewn a certificate of his death in France. When confronted with the witness she declared that he was not her late husband, but his brother, Tom Boxall. They were, she said, very much alike, but her husband was a taller man. A third brother, Samuel Boxall, confirmed the identity of the witness, and, after hearing some other evidence, the bench adjudged that Gibson was not liable for the woman's maintenance.

In the Probate, Divorce, and Admiralty Division causes set down for trial will, during the Trinity Sittings, be taken in the following order: Undefended matrimonial causes on Tuesday, Wednesday, Thursday, and Friday, May 30 and 31 and June 1 and 2, and on each Monday during the sittings after motions. Special jury causes on and after Tuesday, June 6. Probate and defended matrimonial causes for hearing before the court itself will be taken after the special juries are finished, and may also be taken in Court II. after June 2, when Admiralty cases are not appointed to be heard. Common jury causes will be taken on and after Tuesday, July 25. Divisional Court, Tuesdays, June 6, July 4, and August 1. Motions will be heard in court at 11 a.m. on Monday, June 5, and on each succeeding Monday during the sittings. Summonses before the judge will be heard at 10.30 a.m. on Saturday, June 3, and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at 11.30 a.m.

Mr. William C. Dreher, writing from Berlin to the *Roanoke Collegian*, thus describes the difficulty of getting admitted to the ranks of the legal profession in Germany: The young man will finish his course at a classical gymnasium—the *Realschule* is not admissible—at the age of say twenty years. He then proceeds to the university and hears law lectures for three years, at the end of which time he announces himself before the State commission of examiners, composed of jurists and professors, as a candidate for *Referendar*. The commission appoints a date for examination some six months off, in order to give the applicant time to prepare his thesis and make other special preparation. Having successfully run the gauntlet of this examination he becomes a *Referendar*, which means four years more of preparatory work, during which he learns to make practical use of the theoretical knowledge that he had gained at the university. During these four years he is assigned first to one law court and then to another, till he has had experience with all kinds and has gotten a practical view of litigation in all forms; he must also spend a part of this time in the office of a practising attorney. At the end of this period comes the "great State examination" at Berlin. A permanent State commission composed of high judicial officials has charge of this so-called Assessors' Examination for all Prussian subjects. After announcing himself before this commission, the candidate has a further period of about six months within which to prepare two dissertations and a written discussion of a specimen law case. The examination is supplemented with a rigid oral questioning. At the time of standing it the young man has reached, under normally favourable circumstances, the age of about twenty-eight; but he is in many cases four or five years older. After making the Assessor examination the young man may settle down as a lawyer, or he may choose to remain in the State service, becoming either a judge, a State's attorney, or an administrative official.

In the course of the hearing on the 19th inst. of an appeal from a judgment in the City of London Court, Mr. Mallinson, says the *Times*, asked leave to call the attention of the court to the fact that, as the judge of the City of London Court refused to take notes, it was necessary for the appellant to procure the shorthand notes taken by the official shorthand writer in that court. In order to procure them in this case he had been obliged to pay a sum of £19. In addition to this, there was another hardship on the appellant—namely, that though application had been made for the notes very shortly after the trial had taken place, they were not supplied till several weeks after the time for appealing had elapsed. The result of this was that the notice of appeal had to be drawn up from counsel's recollection of what took place. Mr. Justice Darling said he was obliged to Mr. Mallinson for having called attention to these facts. The rule was this—that in the county court and in the City of London Court it was the statutory duty of the judge, if asked to do so, to take a note. The judge in the City of London Court, it appeared, had not been in the habit of taking notes. This being a grievance, it was represented to the Court of Appeal that the Corporation of the City of London had provided a shorthand writer to take full notes of the proceedings. It was understood that this was done free, but it now appeared that serious expense was thrown upon appellants, as a large sum had to be paid for a copy of the shorthand notes. In the case of poor people who could not afford the expense a system such as this would amount to downright injustice. The court of appeal had a discretion as to the use of these notes, and only allowed them instead of the judge's notes because they believed they were free or provided at some insignificant cost. It would now be open to any court to whom an appeal might be brought to decline to receive these shorthand notes as evidence. He for his part in future, if he found that expense was being cast upon the party appealing, would insist upon being provided with a note by the judge. Mr. Justice Channell expressed his concurrence with these observations.

COURT PAPERS.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1899.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Wilberforce; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable before him in his own room, No. 112, at 11.30 a.m. on Mondays, Wednesdays, and Fridays, until the 30th of June. From that date all applications by summons or otherwise in actions assigned to Master Butler will be made returnable before the Masters of this Division.

O to Z—All applications by summons or otherwise in actions assigned to Master Archibald are to be made returnable before him in his own room, No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the Master sitting in Chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 30.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2: Wellesley-mansions, a Long Leasehold Investment, in West Kensington, of the rental value of over £2,100 per annum. Solicitors, Messrs. Bowerman & Forward, London.—Freehold Ground-rents, amounting to £353 per annum, secured upon 55 houses in Wimbledon of the rack-rental of over £2,000 per annum. Solicitors, Messrs. Russell, Son, & Cumming, London. (See advertisements, this week, p. 3.)

June 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To Two-thirds of a Trust Fund of £3,170 2½ per Cent. Consols; lady aged 76. Solicitors, Messrs. Iliffe, Henley, & Sweet, London; and Messrs. E. R. Williams & Sons, Birmingham.

To £1,700 of a Trust Estate, value £10,786; lady aged 69. Solicitors, Messrs. J. T. Freeman & Co., London.

To £4,000; lady aged 55, provided gentleman aged 27 survives her; with policy. Solicitor, Walter B. Styer, Esq., London.

To One-fourth of 49, Red Lion-street, Holborn, producing £115 per annum; lady aged 49. Solicitors, Messrs. Cox & Lafone, London.

To One-half of a Trust Fund, Railway and Dock Stocks, value £2,200; lady aged 72. Solicitor, H. E. Ayres, Esq., Brighton.

To One-third of a Trust Fund of the value of £5,000; lady aged 69, provided gentleman aged 62 survives another lady aged 74; with policy. Solicitors, Messrs. Bretherton & Boughton, Gloucester.

REVERSIONARY LIFE INTEREST of gentleman aged 35, on decease of lady aged 69, income of which is £1,125 per annum; with policies. Solicitor, Casson Perrott-Smith, Esq., London.

POLICIES for £2,000, £1,100, £1,000.

SHARES, &c.

(See particulars in advertisements this week, back page.)

June 1.—Mr. GEORGE FUTTOYE FRANCIS, at the Mart, at 2, in Ten Lots, Freehold and Long Leasehold Investments at Wimbledon, Wandsworth, South Woodford, and High Halden. Solicitors, Messrs. Mead & Sons, London. (See advertisements, May 20, p. 502.)

June 1.—Messrs. HODGSON, at 115, Chancery-lane, at 1, the LAW LIBRARIES of M. H. Crackanthorpe, Esq., Q.C., D.C.L., and of Grosvenor Woods, Esq., Q.C., retiring from practice, comprising two complete sets of the New Law Reports from their commencement in 1865-6 to the present time; Reports in the various Courts of Common Law and Equity; Hansard's Parliamentary Debates, 234 vols.; Howell's State Trials, 34 vols.; and the usual Text-Books and Books of Reference. (See advertisement, May 20, p. 502.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold, at the Mart, on Wednesday and Thursday, every one of the 84 lots offered. The "Prince of Wales" Public-house, Poplar, realized £3,200, and two Beerhouses £1,000 and £900 respectively; Messrs. Scott's Engineering Works, £6,600; and a range of stabling in Christian-street, £3,620. The result of the sale was £57,000.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASHTON BROTHERS & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gair Ashton and William Edward Nanson, 29, Portland st, Manchester. Addleshaw & Co, Manchester, solors to liquidators

BIRMINGHAM BREWERIES, LIMITED—Petn for winding up, presented May 15, directed to be heard on May 31. Lesser & Co, 47, Leadenhall st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

BIRMINGHAM SOUTH AFRICAN SYNDICATE, LIMITED—Creditors are required, on or before June 16, to send in particulars of any claims or demands to Philip Bates, 110, Edmund st, Birmingham

COLONIAL AND FOREIGN AGENCY, LIMITED—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Mr George Carnaby Harrower, College hill chmbrs, Cannon st. H. E. Cree, solor

JOAN ROYD COAL CO, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to George Bennett Nancarrow, Royal Exchange, Middlesborough. Proud, Bishop Auckland, solor to liquidator

KLONDYKE AND COLUMBIAN GOLDFIELDS, LIMITED—Petn for winding up, presented May 16, directed to be heard on May 31. Ince & Co, St Bene't chmbrs, Fenchurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

LONDON AND PROVINCIAL PANTOMIMES SYNDICATE, LIMITED—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to John Gascoyne Stafford and Thomas Swinney, 17, Fenchurch st

MERCHANTS CO OF SOUTH AFRICA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James B. Gibson, 157, Buchanan st, Glasgow

NORTH WALES LEAD WORKS, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts and claims, to Joseph John Hulbert, City chmbrs, Wakefield. Brown & Co, Wakefield, solor to liquidator

S. HOUGH & CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Norris Henry Deakin, 21, Fargate, Sheffield. Bowman & Firth, Sheffield, solors to liquidator

TABER BAS RELIEF PHOTOGRAPHIC SYNDICATE, LIMITED—Petn for winding up, presented May 16, directed to be heard on May 31. Rubinstein, 20, Regent st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

UNION CARRIAGE WORKS, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury

WESTERN SYNDICATE, LIMITED—Creditors in the United Kingdom are required, on or before July 21, and those in the Colonies on or before Oct 2, to send their names and addresses, and the particulars of their debts or claims, to Andrew W. Barr, 30, Moorgate st

WILLIAMSON & JOSEPH, LIMITED—Petn for winding up, presented May 8, directed to be heard on May 31. Duke, 56, Gresham st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 23

1897 JUBILEE SITES SYNDICATE, LIMITED—Petn for winding up, presented May 9, directed to be heard on May 31. Munns & Longden, 8, Old Jewry, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CANARY ISLANDS TRADING CO, LIMITED—Petn for winding up, presented May 16, directed to be heard at the Assize Courts, Strangeways, Manchester, on Tuesday, May 30, at 10.30. Earle & Co, 54, Brown st, Manchester, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 29

London Gazette.—TUESDAY, May 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGIER STEAM SHIPPING CO, LIMITED—Petn for winding up, presented May 18, directed to be heard on May 31. Fraser & Christian, 4, Finsbury circus, solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

ANTHONY BIRRELL PEARCE & CO, LIMITED—Petn for winding up, presented May 16, directed to be heard on May 31. Stanley & Co, 45, Ludgate hill, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

EBENEZER ROBERTS & SONS, LIMITED—Petn for winding up, presented May 19, directed to be heard on May 31. Everett & Hodgkinson, 124, Chancery lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

LOANDA GAS CO, LIMITED—Petn for winding up, presented May 19, directed to be heard before Wright, J., on May 31. Hill & Co, 40, Old Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 30

UNLIMITED IN CHANCERY.

BRADING HARBOUR AND RAILWAY CO—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Key, 32, Old Jewry. Baxter & Co, 32, Old Jewry, solors for liquidator

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CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 12.

ASH, HENRY CLARKE, Wigmore st, Cavendish sq, Refrigerator Manufacturer June 30 Faulkner, Chandos st, Cavendish sq

BAILEY, FREDERICK THOMAS, Holloway rd June 24 Wedlake, Finsbury Park

BAYNES, CHARLES ROBERT, Minchinhampton, Glos June 24 Little & Mills, Stroud

BERTON, AMBROSE JEROME ALLEY, Chiswick June 10 Scatliff & Gray, Lancaster pl, Strand

BLOOMFIELD, GEORGE, Warrington May 27 Jenkins & Co, Warrington

CLOWES, SAMUEL WILLIAM, Norbury, nr Ashbourne, Derby July 1 Taylor & Co, Manchester

COLLINS, THOMAS, Bosham, Sussex July 24 Baper & Co, Chichester

CRAVEN, THOMAS, Dinckley, Lancs, Farmer May 20 Leeming, Blackburn

DAVIE, ANN MARGARET, Great Yarmouth June 12 Harmer & Ruddock, Great Yarmouth

DEAN, WILLIAM HENRY, Southport June 16 Williamson, Manchester

DOUGLAS, KATHARINA GEORGIANA, Malvern, Hereford June 2 Russell, Ledbury

EVANS, GRIFFITH, Aberdare, Beer Dealer June 30 Paton, Swansea

EWART, CATHERINE, Painswick, Glos June 24 Little & Mills, Stroud

FULLER, FREDERICK WILLIAM, Bath, Wine Merchant June 21 Stone & Co, Bath

FULLER, SARAH ELIZA, Bath June 21 Stone & Co, Bath

GARDNER, ANN, Chapter st, Westminster June 24 Rogers & Co, Victoria st

HANNAM, FREDERICK, Lee, Kent July 1 Whites & Co, Budge row

HARBRIDGE, JAMES, Moreton in Marsh, Glos June 8 Leslie & Hardy, Bedford row

HENRY, FREDERICK, Nottingham, House Furnisher June 27 Thorpe & Perry, Nottingham

HIRST, DAVID, Halifax, Ale and Porter Merchant June 20 Jubb & Co, Halifax

HOLMES, JOHN, Woolton, Lancaster, Gardener May 30 Owen, Liverpool

HOLYOAKE, EDMUND, Redditch, Worcester, Manufacturer June 30 Browning, Redditch

JOHNSON, JOHN, Chapel Allerton, Leeds July 1 Middleton & Sons, Leeds
JOHNSTONE, HUGH, Southsea June 30 Rawlins, Lombard st
KENNEDY, ROBERT SEWELL, South Hackney June 10 Reed & Reed, Guildhall chmbrs, Basinghall st
KING, ALFRED, South Kensington June 17 Chandler, New ct, Lincoln's inn
LAMBERT, WILLIAM TOOLEY, Freshwater, I of W, Hotel Proprietor June 15 Urry, Ventnor
LELEAN, AMELIA ANN, St Austell, Cornwall May 31 Bond & Pearce, Plymouth
LLEWELLYN, EVAN, Bayswater June 24 Rayner, New inn, Strand
LOWCOCK, EMMA, Thornhill Hurdsfield, nr Macclesfield June 12 Makinson & Co, Manchester
MARTIN, ALFRED THOMAS, Acton May 21 Hale, Holborn Town Hall
MASSE, O JOSEPH FRANCOIS PAULIN, North Finchley June 9 Massé, Ealing
NEVILLE, MARY ANN, Cheltenham June 15 Dighton, Cheltenham
OKEY, CORNELIUS, Birmingham, Pin Manufacturer June 24 Little & Mills, Stroud
PICKERING, DAVID, Rainhill, Lancs, Dairy Farmer May 30 Owen, Liverpool
PICKERING, SAMUEL, Nottingham May 26 Spencer, Nottingham
PICKLES, JAMES, Ashworth Moor, near Rochdale, Farmer June 15 Ripley, Rochdale
PRICE, DAVID, Tredegar, Mon July 29 Dauncey, Tredegar
PRICE, FLETCHER, Cardiff June 12 Maclean, Cardiff
PRICE, RACHEL, Tredegar, Mon July 29 Dauncey, Tredegar
PULLEY, CHARLES OLDAKER, Latchingdon, Essex, Farmer June 26 Crick & Freeman, Maldon, Essex
READE, Rev FREDERIC, Hove, Brighton, Clerk June 22 Farrer & Co, Lincoln's inn fields
REEVES, HENRY GORDON, Bournemouth May 31 Ballard & Barton, Bournemouth
SMITH, ALFRED, Gillingham, Kent, Farmer June 13 Norman & Stigant, Chatham
SMITH, FREDERICK, Ebley, nr Stroud, Glos June 21 Little & Mills, Stroud
TAYLOR, RICHARD KEEVS, Pimlico June 10 Culross, Mincing la
THOMAS, MARY, Sheffield Aug 1 Rodgers & Co, Sheffield
THOMSON, DAVID, Waterloo, nr Liverpool June 1 Oakshott & Co, Liverpool
TOMLIN, WILLIAM JOHN, Chiswick June 30 Watson, Finsbury pavmnt
UNDERHILL, SAMUEL, Croydon June 30 Woollacott & Son, Coleman st
WILLIAMS, ANN, Swansea June 12 Andrew & Thompson, Swansea
WILLIAMS, SEBELAH, Penzance, Cornwall May 30 Thomas, Penzance
YATES, JANE, jun, Liverpool June 22 Horrocks & Christian Jones, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 19.

RECEIVING ORDERS.

ADDY, JOHN, TOM ADDY, and HERBERT ADDY, Huddersfield, Woollen Spinners Huddersfield Pet May 17 Ord May 17
BARNES, WILLIAM HENRY, Westhoughton, Lancs, Machine Driller Bolton Pet May 15 Ord May 15
BARNETT, JOSEPH, Birmingham, Tin Plate Worker Birmingham Pet May 17 Ord May 17
BAYLISS, WILLIAM, Oaklands grove, Uxbridge rd High Court Pet Feb 8 Ord May 16
BERRY, FRANCIS SAMUEL, New Malden, Surrey, Cycle Manufacturer Kingston, Surrey Pet May 16 Ord May 16
BEVAN, JAMES WILLIAM, Mountain Ash, Glam, Innkeeper Aberdare Pet May 15 Ord May 15
BLACKWELL, JOSEPH HARRIS, Wolverhampton, Fancy Warehouseman Wolverhampton Pet May 15 Ord May 15
BRADY, IRBY, Craven Hill gdns, Hyde Park High Court Pet April 27 Ord May 16
BRIDGMAN, ERNEST ASHFORD, Stoke Newington, Music Hall Artiste High Court Pet May 17 Ord May 17
CHURCH, ALFRED BENJAMIN, Blackheath, Commercial Traveller Greenwich Pet May 16 Ord May 16
COPESTAKE, WILLIAM GEORGE FREDERICK, Leytonstone, Builder High Court Pet May 17 Ord May 17
DANIEL, EDWARD, Holloway, Licensed Victualler High Court Pet April 25 Ord May 16
DENNIS, WILLIAM JOSEPH, Loughborough, Leicester, Plumber Leicester Pet May 15 Ord May 15
FALLAS, MATTHEW, JOHN PELL, and CHARLES BURLEY FALLAS, Penistone, Yorks, Colliery Proprietors Barnsley Pet April 7 Ord May 16
FOSTER, GERTRUDE, Birmingham, Baker Birmingham Pet May 17 Ord May 17
GOULD, WILLIAM, Birmingham, Coachbuilder Birmingham Pet May 15 Ord May 15
HAYDEN, WILLIAM, Horwich, Lancs, Machineman Bolton Pet May 16 Ord May 16
HEY, WALTER, Bradford, Cabinet Maker Bradford Pet May 15 Ord May 15
HIGNETT, FREDERICK CHARLES, Lostock, nr Bolton, Grey Cloth Merchant Manchester Pet May 16 Ord May 16
HILLIER, HUBERT ERIC, and CHARLES HENRY LANGFORD, Cardiff, Clothiers Cardiff Pet May 16 Ord May 16
HOLT, GEORGE ALBERT, Southwark Park rd, Grocer High Court Pet May 15 Ord May 15
HUGHES, DAVID, Penmaenmawr, Carnarvons, Painter Bangor Ord May 15
IRVING, GEORGE, Carlisle, Aërated Water Manufacturer Carlisle Pet May 17 Ord May 17
LACEY, RICHARD, Sparkhill, Worcesters Birmingham Pet May 16 Ord May 16
LESTER, HENRY, jun, Clitheroe, Lancs, Tea Dealer Blackburn Pet May 16 Ord May 16
LINCOLN, EDWARD, King st, Westminster, Licensed Victualler High Court Pet April 6 Ord May 17
LLEWELLYN, EVAN, Peckham, Grocer High Court Pet May 15 Ord May 15
LOVE, EDWIN, Halifax, Yorks, Joiner Halifax Pet May 15 Ord May 15
MACK, THOMAS M, Haslemere, Surrey, Builder Guildford Pet May 2 Ord May 16
MARRIOTT, WILLIAM RICHARDS, Easton, Bristol, Grocer Bristol Pet May 17 Ord May 17
MASON, ALBERT EDWARD, Llandrindod Wells, Radnor, Coachman Newtown Pet May 16 Ord May 16
MOORE, ASLETT HERBERT, Old Broad st High Court Pet April 12 Ord May 17
NANCE, AGNES MORTIMER, Jarrow on Tyne, Schoolmistress Newcastle on Tyne Pet May 13 Ord May 13
OLLIS, THOMAS EDWIN, Haymarket High Court Pet April 7 Ord May 17
PALMER, JAMES, Serle st, Lincoln's inn fields, Licensed Victualler High Court Pet April 27 Ord May 17
PARKIN, JOSEPH LEE, Walkley, Sheffield, Forgeman Sheffield Pet May 13 Ord May 13
PEMBERTON, CATHERINE, Wall Heath, Stafford Stourbridge Pet March 29 Ord May 16
PENDLEBURY, JOHN WILLIAM, Wigan, Plumber Wigan Pet May 17 Ord May 17
PRESTON, HERBERT S, Hampstead High Court Pet Nov 19 Ord May 17
RICHARDSON, GEORGE WILLIAM, York York Pet May 17 Ord May 17
SMITH, GEORGE, Leeds Leeds Pet May 15 Ord May 16
SYMONDS, AGNES ANNIE, Bryn Estyn, nr Llandudno Bangor Pet May 16 Ord May 16
TAYLOR, GEORGE HERBERT, Bingley, Yorks, Paper Merchant Bradford Pet May 16 Ord May 16
WEBBER, ARTHUR ALFRED, Brighton, Builder Brighton Pet May 15 Ord May 15
WRIGHT, PETER, St Helens, Lancs, Foreign Correspondent Liverpool Pet May 16 Ord May 16

FIRST MEETINGS.

BARNES, WILLIAM HENRY, Westhoughton, Lancs, Machine Driller May 31 at 3 16, Wood st, Bolton
BRAGG, HERBERT WARREN, Southend on Sea, Carpenter May 26 at 3 Off Rec, 95, Temple chambers, Temple av
CULLWICK, GEORGE HAMAR JONES, Tenby, Pembroke May 26 at 12 Temperance Hall, Pembroke Dock
DENT, LAWRENCE GEORGE, Beverley, York, Grocer May 26 at 11.30 Off Rec, Trinity House ln, Hull
DUNKIN, FREDERICK GEORGE, Brixton, Licensed Victualler Bankruptcy bldgs, Carey st
ELFORD, JOHN HEDLEY, Kingswear, Devon, Butcher May 29 at 11 6, Athenæum terrace, Plymouth
EVANS, FREDERICK WILLIAM, Middle Handley, nr Chesterfield, Blacksmith June 16 at 1.30 Angel Hotel, Chesterfield
FOX, RICHARD, Leeds May 26 at 12 Off Rec, 22, Park row, Leeds
HAYDEN, WILLIAM, Horwich, Lancs, Machineman May 31 at 10.30 16, Wood st, Bolton
HOLT, GEORGE ALBERT, Southwark Park rd, Grocer May 26 at 2 30 Bankruptcy bldgs, Carey st
JOPSON, MARY, Silloth, Cumberland, Grocer May 30 at 3 Off Rec, 34, Fisher st, Carlisle
KERRIDGE, DANIEL, jun, Hulme, Manchester, Boot Dealer May 31 at 3 30 Off Rec, Byrom st, Manchester
LAKE, ERNEST EDWARD, Ventnor, I W, Confectioner May 29 at 11 Off Rec, Newport, I W
LLEWELLYN, EVAN, Peckham, Grocer May 26 at 11 Bankruptcy bldgs, Carey st
LOCKWOOD, FRED, Huddersfield, Railway Signalman June 1 at 12 Off Rec, 19, John William st, Huddersfield
LOVE, EDWIN, Halifax, Joiner June 1 at 11.30 Off Rec, Townhall chmbrs, Halifax
LOVELL, CHARLES JOHN, Thurloxton, Somersets, Oil Dealer May 27 at 11 Off Rec, 5a, Hammet st, Taunton
LOVETT, WILLIAM CREED, East Dereham, Norfolk, Merchant May 27 at 12 Off Rec, 8, King st, Norwich
MARRIOTT, JESSE, March, Cambridge June 16 at 11.45 Law Courts, New rd, Peterborough
MASSINGHAM, HENRY, Foulsham, Norfolk, Butcher May 27 at 12 30 Off Rec, 8, King st, Norwich
MILLS, WILLIAM, Ipswich, Suffolk, Yeast Merchant May 26 at 2 Off Rec, 36, Princes st, Ipswich
REED, GEORGE, Lanchester, Durham, Farmer May 26 at 12 Off Rec, 25, John st, Sunderland
RICHARDSON, GEORGE WILLIAM, York May 31 at 12.15 Off Rec, 28, Stonegate, York
ROPER, JAMES RICHARD, Puddletown, Dorsets, Dairyman's Manager May 26 at 12.30 Off Rec, Endless st, Salisbury
SAUNDERS, JOHN, New Brompton, Kent, Builder May 29 at 11 115, High st, Rochester
SCOTT, THOMAS HENRY, Halifax, Rope Manufacturer June 1 at 11 Off Rec, Townhall chmbrs, Halifax
SHAW, ALBERT ROLAND, St Martin's ln, Company Promoter May 26 at 12 Bankruptcy bldgs, Carey st
SLCOMBE, RICHARD, Camelford, Cornwall, Boot Maker May 30 at 12 Off Rec, Boscawen st, Truro
SUTCLIFFE, GEORGE HENRY, Hunslet, Leeds, Confectioner May 26 at 11 Off Rec, 22, Park row, Leeds
TURNER, WILLIAM, Bilston, Stafford May 31 at 11 Off Rec, Wolverhampton
WISE, HENRY, Kingston upon Hull May 26 at 11 Off Rec, Trinity House ln, Hull
YOUNGWITZ, LEWIS, Cannon st rd, Wholesale Mantle Manufacturer May 26 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADDY, JOHN, TOM ADDY, and HERBERT ADDY, Huddersfield, Woollen Spinners Huddersfield Pet May 17 Ord May 17
BARNES, WILLIAM HENRY, Westhoughton, Lancs, Machine Driller Bolton Pet May 15 Ord May 15
BELL, JAMES, Forest Gate, Essex, Retired Civil Servant High Court Pet March 27 Ord May 15
BERESFORD, WILLIAM, Nottingham Nottingham Pet May 3 Ord May 15
BERRY, FRANCIS SAMUEL, New Malden, Surrey, Cycle Manufacturer Kingston Pet May 16 Ord May 16
BEVAN, JAMES WILLIAM, Mountain Ash, Glam, Innkeeper Aberdare Pet May 15 Ord May 15
BLACKWELL, JOSEPH HARRIS, Wolverhampton, Fancy Warehouseman Wolverhampton Pet May 15 Ord May 15
BRIDGMAN, ERNEST ASHFORD, Stoke Newington, Music Hall Artiste High Court Pet May 17 Ord May 17
CARRINGTON, HERBERT, Newfoundpool, Leicester, Builder Leicester Pet April 25 Ord May 17
CHURCH, ALFRED BENJAMIN, Blackheath, Commercial Traveller Greenwich Pet May 16 Ord May 16
COPESTAKE, WILLIAM GEORGE FREDERICK, Leytonstone, Builder High Court Pet May 17 Ord May 17
CUMMINS, MICHAEL JOSEPH, Peckham, Builder High Court Pet April 19 Ord May 16
DALTON, EDWARD JAMES, Southam, Warwicks, Draper Warwick Pet April 15 Ord May 17
DENNIS, WILLIAM JOSEPH, Loughborough, Plumber Leicester Pet May 15 Ord May 15
DRAGE, GEORGE ALLIBONE, and GEORGE HERBERT DRAGE, Wilson st, Finsbury, Boot Manufacturers High Court Pet March 17 Ord May 12
HAGGER, NORRIS, Bath, Licensed Victualler Bath Pet May 13 Ord May 15
HAYDEN, WILLIAM, Horwich, Lancs, Machineman Bolton Pet May 16 Ord May 16
HEY, WALTER, Bradford, Cabinet Maker Bradford Pet May 15 Ord May 15
HIGNETT, FREDERICK CHARLES, Lostock, nr Bolton, Grey Cloth Merchant Manchester Pet May 16 Ord May 17
HILLIER, HUBERT ERIC, and CHARLES HENRY LANGFORD, Cardiff, Clothiers Cardiff Pet May 16 Ord May 16
HOLROYD, HOWGATE, Cleckheaton, Yorks, Insurance Broker Bradford Pet April 15 Pet May 15
HOLT, GEORGE ALBERT, Southwark Park rd, Grocer High Court Pet May 15 Ord May 16
IRVING, GEORGE, Carlisle, Aërated Water Manufacturer Carlisle Pet May 17 Ord May 17
LESTER, HENRY, jun, Clitheroe, Lancs, Tea Dealer Blackburn Pet May 16 Ord May 16
LLEWELLYN, EVAN, Peckham, Grocer High Court Pet May 15 Ord May 15
LOVE, EDWIN, Halifax, Joiner Halifax Pet May 15 Ord May 15
LOVELL, CHARLES JOHN, Thurloxton, Somerset, Oil Dealer Bridgwater Ord April 25 Pet May 16
MASON, ALBERT EDWARD, Llandrindod Wells, Radnor, Coachman Newtown Pet May 16 Ord May 16
NANCE, AGNES MORTIMER, Jarrow on Tyne, Durham, Schoolmistress Newcastle on Tyne Pet May 13 Ord May 16
PARKIN, JOSEPH LEE, Walkley, Sheffield, Forgeman Sheffield Pet May 13 Ord May 13
PENDLEBURY, JOHN WILLIAM, Wigan, Plumber Wigan Pet May 17 Ord May 17
PIKE, ALBERT, Dalston, Boot Manufacturer High Court Pet May 3 Ord May 13
ROBINSON, FREDERICK, Hinckley, Leicester Leicester Pet April 28 Ord May 13
SCIPEO, ARTHUR CHARLES, Holloway rd, Pianoforte Manufacturer High Court Pet April 19 Ord May 15
SIMPSON, CHARLES, and JOHN CHADWICK MALTBY, Liverpool, Soap Factors Liverpool Pet March 11 Ord May 17
SIMPSON, ANDREW, Egham, Surrey, Builder Kingston Pet March 30 Ord May 17
SMITH, GEORGE, Leeds Leeds Pet May 16 Ord May 16
STEPHENS, FREDERICK NORTH, jun, Aston, Warwick, Builder Birmingham Pet April 20 Ord May 16
SYMONDS, AGNES ANNIE, Bryn Estyn, nr Llandudno Bangor Pet May 16 Ord May 16
TAYLOR, GEORGE HERBERT, Bingley, Yorks, Paper Merchant Bradford Pet May 16 Ord May 16
WRIGHT, PETER, St Helens, Lancs, Foreign Correspondent Liverpool Pet May 16 Ord May 16

ADJUDICATION ANNULLED.

HUGHES, DAVID, Holywell, Flint, Chemist Chester Adjud April 22 Annul May 11

London Gazette.—TUESDAY, May 23.

RECEIVING ORDERS.

BALTON, ETHEL GERTRUDE, Lancaster Ulverston Pet May 15 Ord May 19
BELL, JOSEPH RICHARD, Wandsworth, Grocer's Assistant Wandsworth Pet May 18 Ord May 18
BERRY, JOHN WILLIAM, York, Wool Dealer York Pet May 18 Ord May 18
BISHOP, HARRY, Whitehall gdns, Clerk High Court Pet Jan 13 Ord May 18
BUCKLEY, WILLIAM EDWARD, Dukinfield, Chester, Journeyman Clogger Ashton under Lyne Pet May 18 Ord May 18
BYATT, HUGH ROWLAND, Alton, Staffs, Boarhouse Keeper Stoke upon Trent Pet May 19 Ord May 19
CORNER, FRANK JAMES, Nottingham, Licensed Victualler Nottingham Pet May 18 Ord May 18

FORRESTER, JOHN CLARK, Chorley, Chartered Accountant Bolton Pet May 8 Ord May 19
GREAVES, JOSEPH, Ossett, Yorks, Farmer Dewsbury Pet May 19 Ord May 19
GREGORY, JOHN and JAMES, Horsell, Surrey, Builders Kingston, Surrey Pet May 1 Ord May 19
HANFORD, BLAKE, and THOMAS CHARLES HOYES, Nottingham, Joiners Nottingham Pet May 18 Ord May 18
IVES, THOMAS HENRY, Chertsey, Surrey, Builder Kingston, Surrey Pet May 18 Ord May 18
JONES, THOMAS CUNNINGHAME, Aberkenfig, nr Bridgend, Butcher Cardiff Pet May 19 Ord May 19
MILNER, ANN, Wigan, Jeweller Wigan Pet May 19 Ord May 19
NICHOLLS, HENRY, Stalybridge, Chester, Cycle Dealer Ashton under Lyne Pet May 18 Ord May 18
OTT, JOHN OSBAND, Upper Edmonton Greenwich Pet May 19 Ord May 19
PAGE, FRANK FREEMAN, Sutton, Surrey, Nurseryman Croydon Pet May 18 Ord May 18
PEARSON, THOMAS, Guisborough, Fruiterer Stockton on Tees Pet May 17 Ord May 17
RADFORD, ALFRED, King's Lynn, Norfolk, Butcher King's Lynn Pet May 9 Ord May 19
SEWELL, ROBERT, High Coniscliffe, Durham, Farmer Stockton on Tees Pet May 5 Ord May 18
SHARPLEY, AMOS, Bradford, Milliner Bradford Pet May 19 Ord May 19
SHERWIN, GEORGE, Derby Derby Pet May 19 Ord May 19
SKINNERTON, WILLIAM, jun, Battersea, Traveller Wandsworth Pet April 13 Ord May 18
TAYLOR, SIDNEY FRANCIS HOLLIS, and HERBERT ROUCH KILLICK, Queen Victoria st, Lithographic Artists High Court Pet April 26 Ord May 18
WAIN, WILLIAM JAMES CARRUTHERS, Eldon st, Finsbury High Court Pet April 29 Ord May 18
Amended notice substituted for that published in the London Gazette of May 16:
TRAVERS, WALTER BENWARD, West Kirby, Chester, Provision Broker Liverpool Pet May 13 Ord May 13

FIRST MEETINGS.

BAYLISS, WILLIAM, Oaklands grove, Uxbridge rd May 30 at 11 Bankruptcy bldgs, Carey st
BERRY, JOHN WILLIAM, York, Wool Dealer June 1 at 12.15 Off Rec, 28, Stonegate, York
BEVAN, JAMES WILLIAM, Mountain Ash, Glam, Innkeeper May 31 at 12 135, High st, Merthyr Tydfil
BRADY, IRBY, Craven Hill gdns, Hyde Park May 30 at 2.30 Bankruptcy bldgs, Carey st
BRIDGMAN, ERNEST ASHFORD, Stoke Newington, Music Hall Artiste June 1 at 11 Bankruptcy bldgs, Carey st
CHURCH, ALFRED BENJAMIN, Blackheath, Commercial Traveller June 2 at 11.30 24, Railway app, London Bridge
CLAYTON, WILLIAM, Weobley, Hereford, Coal Agent June 1 at 10 4, Corn sq, Leominster
COPESTAKE, WILLIAM GEORGE FREDERICK, Leytonstone, Builder June 1 at 12 Bankruptcy bldgs, Carey st
DANIEL, EDWARD, Holloway, Licensed Victualler May 30 at 12 Bankruptcy bldgs, Carey st
DODGSON, THOMAS SAMUEL, Saltley, Birmingham, Grocer May 31 at 11 174, Corporation st, Birmingham
ELLIS, ARTHUR, Leeds, Grocer May 31 at 12 Off Rec, 22, Park row, Leeds
HAGGER, NORRIS, Bath, Licensed Victualler May 31 at 12 Off Rec, Baldwin st, Bristol
HIGNETT, FREDERICK CHARLES, Lostock, nr Bolton, Grey Cloth Merchant June 2 at 2.30 Off Rec, Byrom st, Manchester
HILLIER, HUBERT ERIC, and CHARLES HENRY LANGFORD, Cardiff, Clothiers June 1 at 11 117, St Mary st, Cardiff
HOWELLS, WILLIAM JONES, Kington, Hereford, Coal Merchant
LAWLEY, JOHN, Aston on Clun, Salop, Blacksmith June 1 at 10 4, Corn sq, Leominster
LINCOLN, EDWARD, King st, Westminster, Licensed Victualler May 31 at 12 Bankruptcy bldgs, Carey st
MARRIOTT, WILLIAM RICHARDS, Easton, Bristol, Grocer May 31 at 12.45 Off Rec, Baldwin st, Bristol
MASON, ALBERT EDWARD, Llandrindod Wells, Radnor, Coachman June 15 at 11 1, High st, Newtown
MOORE, ASLETT HERBERT, Old Broad st May 30 at 2.30 Bankruptcy bldgs, Carey st
NESBITT, JOHN, Newcastle on Tyne, Dairyman May 31 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
OLLIS, THOMAS EDWIN, Haymarket May 30 at 12 Bankruptcy bldgs, Carey st
PARKIN, JOSEPH LEE, Walkley, Sheffield, Forgeman May 30 at 2.30 Off Rec, Figtree la, Sheffield
PELL, WILLIAM JOHN, West Norwood, Builder May 31 at 2.30 Bankruptcy bldgs, Carey st
PENDLEBURY, JOHN WILLIAM, Wigan, Plumber May 31 at 2.15 Court house, King st, Wigan
ROBERTS, GEORGE, Clayton, nr Manchester, Dyer June 1 at 2.30 Off Rec, Byrom st, Manchester
SLADE, WILLIAM RIDOUT, Torquay May 31 at 10.45 Off Rec, 13, Bedford circus, Exeter
SMITH, GEORGE, Leeds May 31 at 11 Off Rec, 22, Park row, Leeds
SMITH, GEORGE HOWARD, Ludlow, Salop, Butcher June 1 at 10 4, Corn sq, Leominster
THORNTON, JOSEPH, Old Kent rd, Brushmaker May 31 at 12 Bankruptcy bldgs, Carey st
TOULMIN, EDWARD HENRY, Wotton under Edge, Glos, Engineer May 30 at 3 Swan Hotel, Wotton under Edge
WAKELY, WALTER, Bristol, Wholesale Stationer May 31 at 12.15 Off Rec, Baldwin st, Bristol
WEBBER, ARTHUR ALFRED, Brighton, Builder May 31 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
WHITE, ALFRED WHYMAN, Upper Holloway, Solicitor's Clerk June 1 at 11 Bankruptcy bldgs, Carey st
WHITWELL, THOMAS, Malton, Yorks, Joiner June 1 at 3 Off Rec, 74, Newborough, Scarborough

ADJUDICATIONS.

BARTON, ETHEL GERTRUDE, Lancaster Ulverston Pet May 15 Ord May 19
BELL, JOSEPH RICHARD, Wandsworth, Grocer's Assistant Wandsworth Pet May 18 Ord May 18
BERRY, JOHN WILLIAM, York, Wool Dealer York Pet May 18 Ord May 18
BUCKLEY, WILLIAM EDWARD, Dukinfield, Chester, Journeyman Clogger Ashton under Lyne Pet May 18 Ord May 18
BYATT, HUGH ROWLAND, Alton, Staffs, Beerhouse Keeper Stoke upon Trent Pet May 19 Ord May 19
CORNER, FRANK JAMES, Nottingham, Licensed Victualler Nottingham Pet May 18 Ord May 18
DANIEL, EDWARD, Drayton pk, Holloway, Licensed Victualler High Court Pet April 25 Ord May 17
FINN, ALFRED HARLEY, 8t Ann's rd, Stamford Hill, Builder Edmonton Pet March 28 Ord May 17
FLETCHER, WILLIAM JOHN HARVEY, Uttoxeter, Staffs, Physician Burton on Trent Pet April 25 Ord May 19
GREAVES, JOSEPH, Ossett, York, Farmer Dewsbury Pet May 19 Ord May 19
HANFORD, BLAKE, and CHARLES THOMAS HOYES, Nottingham, Joiners Nottingham Pet May 18 Ord May 18
JOHNSTON, FRANCIS HENRY, Hastings Hastings Pet May 5 Ord May 18
MILNER, ANN, Wigan, Jeweller Wigan Pet May 19 Ord May 19
NICHOLLS, HENRY, Stalybridge, Chester, Cycle Dealer Ashton under Lyne Pet May 18 Ord May 18
OTT, JOHN OSBAND, Upper Edmonton Greenwich Pet May 19 Ord May 19
PEARSON, THOMAS, Guisborough, Fruiterer Stockton on Tees Pet May 17 Ord May 17
PEMBERTON, ELIZABETH CATHERINE ANN, Wall Heath, Stafford Stourbridge Pet March 29 Ord May 19
RICHARDSON, GEORGE WILLIAM, York York Pet May 17 Ord May 17
SHARPLEY, AMOS, Bradford, Milliner Bradford Pet May 19 Ord May 19
SHERWIN, GEORGE, Derby Derby Pet May 19 Ord May 19
WEBBER, ARTHUR ALFRED, Brighton, Builder Brighton Pet May 15 Ord May 19

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.